

City of Miami

819 NW 2nd Ave
3rd Floor
Miami, FL 33136
<http://miamicra.com>



Meeting Agenda

Thursday, November 16, 2023

10:00 AM

City Hall
3500 Pan American Drive
Miami, FL 33133

SEOPW Community Redevelopment Agency

*Christine King, Chair, District Five
Sabina Covo, Board Member, District Two
Joe Carollo, Board Member, District Three
Manolo Reyes, Board Member, District Four
Vacant Position, Board Member, District One*

SEOPW CRA OFFICE ADDRESS:
819 NW 2ND AVENUE, 3RD FLOOR
MIAMI, FL 33136
Phone: (305) 679-6800 | Fax (305) 679-6835
www.miamicra.com

CALL TO ORDER**CRA PUBLIC COMMENTS****Minutes Approval**

1. Thursday, July 27, 2023

CRA RESOLUTION**1. CRA RESOLUTION****15049**

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY ("SEOPW CRA"), WITH ATTACHMENT(S), BY A FOUR-FIFTHS (4/5THS) AFFIRMATIVE VOTE, AFTER AN ADVERTISED PUBLIC HEARING, RATIFYING, APPROVING AND CONFIRMING THE EXECUTIVE DIRECTOR'S RECOMMENDATION AND FINDING THAT COMPETITIVE NEGOTIATION METHODS AND PROCEDURES ARE NOT PRACTICABLE OR ADVANTAGEOUS PURSUANT TO SECTIONS 18-85 OF THE CODE OF THE CITY OF MIAMI, FLORIDA, AS AMENDED, AS ADOPTED BY THE SEOPW CRA; WAIVING THE REQUIREMENTS FOR COMPETITIVE SEALED BIDDING AS NOT BEING PRACTICABLE OR ADVANTAGEOUS TO THE SEOPW CRA; AUTHORIZING THE EXECUTIVE DIRECTOR TO DISPERSE FUNDS, AT HIS DISCRETION, ON A REIMBURSEMENT BASIS OR DIRECTLY TO VENDORS, UPON PRESENTATION OF INVOICES AND SATISFACTORY DOCUMENTATION, SUBJECT TO THE AVAILABILITY OF FUNDING, FROM THE "GRANTS AND AIDS" ACCOUNT, ACCOUNT NO. 10050.920101.662000.0000.00000, IN AN AMOUNT TO NOT EXCEED TWO HUNDRED EIGHTY-NINE THOUSAND FIVE HUNDRED SIXTY-SIX DOLLARS AND ZERO CENTS (\$289,566.00) ("FUNDS"), TO FAMSERSA, LLC, A FLORIDA LIMITED LIABILITY COMPANY ("FAMSERSA"), FOR THE REHABILITATION OF 212 NW 11TH STREET ("PROPERTY"); FURTHER AUTHORIZING THE EXECUTIVE DIRECTOR TO NEGOTIATE AND EXECUTE AN AGREEMENT, INCLUDING ANY AND ALL DOCUMENTS NECESSARY, ALL IN FORMS ACCEPTABLE TO THE GENERAL COUNSEL; FOR THE ALLOCATION OF THE FUNDS FOR THE PURPOSE STATED HEREIN; SUBJECT TO THE AVAILABILITY OF FUNDING; PROVIDING FOR INCORPORATION OF RECITALS AND PROVIDING FOR AN EFFECTIVE DATE.

File # 15049 - Bid Waiver Memo

File # 15049 - Notice To The Public

File # 15049 - Exhibit A

2. CRA RESOLUTION**15050**

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY ("SEOPW CRA"), WITH ATTACHMENT(S), AUTHORIZING THE EXECUTIVE DIRECTOR TO NEGOTIATE AND EXECUTE A EASEMENT AND OPERATING AGREEMENT (EXHIBIT "A") AND THE COVENANT IN LIEU OF UNITY OF TITLE (EXHIBIT "B"), ATTACHED AND INCORPORATED HEREIN, SOLELY FOR ZONING PURPOSES UNDER FOLIO NUMBERS 01-3136-094-0010; 01-3136-094-0015; 01-3136-064-0020, LOCATED IN MIAMI, FLORIDA OWNED BY MIAMI-DADE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA ("COUNTY PROPERTY") AND THE PROPERTIES UNDER FOLIO NUMBER 01-3136-064-0010, LOCATED IN MIAMI, FLORIDA OWNED BY THE SEOPW CRA ("SEOPW CRA PROPERTY"), MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" AND EXHIBIT "B"; FURTHER AUTHORIZING THE EXECUTIVE DIRECTOR TO NEGOTIATE AND EXECUTE AGREEMENTS, INCLUDING BUT NOT LIMITED TO AMENDMENTS AND MODIFICATIONS, ANY AND ALL DOCUMENTS NECESSARY, ALL IN FORMS ACCEPTABLE TO THE GENERAL COUNSEL AND SPECIAL OUTSIDE COUNSEL WILLIAM BLOOM; PROVIDING FOR INCORPORATION OF RECITALS, AND PROVIDING FOR AN EFFECTIVE DATE.

File # 15050 - Exhibit A

File # 15050 - Exhibit B

3. CRA RESOLUTION**15051**

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY ("SEOPW CRA"), BY A FOUR-FIFTHS (4/5THS) AFFIRMATIVE VOTE, AFTER AN ADVERTISED PUBLIC HEARING, RATIFYING, APPROVING AND CONFIRMING THE EXECUTIVE DIRECTOR'S RECOMMENDATION AND FINDING THAT COMPETITIVE NEGOTIATION METHODS AND PROCEDURES ARE NOT PRACTICABLE OR ADVANTAGEOUS PURSUANT TO SECTIONS 18-85 OF THE CODE OF THE CITY OF MIAMI, FLORIDA, AS AMENDED, AS ADOPTED BY THE SEOPW CRA; WAIVING THE REQUIREMENTS FOR COMPETITIVE SEALED BIDDING AS NOT BEING PRACTICABLE OR ADVANTAGEOUS TO THE SEOPW CRA; AUTHORIZING THE EXECUTIVE DIRECTOR TO DISPERSE FUNDS, AT HIS DISCRETION, ON A REIMBURSEMENT BASIS OR DIRECTLY TO VENDORS, UPON PRESENTATION OF INVOICES AND SATISFACTORY DOCUMENTATION, SUBJECT TO THE AVAILABILITY OF FUNDING, FROM THE "GRANTS AND AIDS" ACCOUNT NO. 10050.920101.883000.0000.00000, IN AN AMOUNT TO NOT EXCEED ONE MILLION ONE HUNDRED EIGHTY THOUSAND DOLLARS AND ZERO CENTS (\$1,180,000.00) ("FUNDS") TO THE HISTORIC SAINT AGNES EPISCOPAL CHURCH OF MIAMI, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION ("ST. AGNES"), LOCATED AT 1750 N.W. 3RD AVENUE, MIAMI, FLORIDA 33136 (THE "PROPERTY"); TO PROVIDE REHABILITATION AND PRESERVATION TO THE PROPERTY ("PURPOSE"); FURTHER AUTHORIZING THE EXECUTIVE DIRECTOR TO NEGOTIATE AND EXECUTE AN AGREEMENT, INCLUDING ANY AND ALL DOCUMENTS NECESSARY, ALL IN FORMS ACCEPTABLE TO THE GENERAL COUNSEL FOR THE ALLOCATION OF FUNDS FOR THE PURPOSE STATED HEREIN; SUBJECT TO THE AVAILABILITY OF FUNDING PROVIDING FOR INCORPORATION OF RECITALS, AND PROVIDING FOR AN EFFECTIVE DATE.

File # 15051 - Bid Waiver Memo
File # 15051 - Notice To The Public
File # 15051 - Backup

4. CRA RESOLUTION**15052**

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY ("SEOPW CRA"), BY A FOUR-FIFTHS (4/5THS) AFFIRMATIVE VOTE, AFTER AN ADVERTISED PUBLIC HEARING, RATIFYING, APPROVING AND CONFIRMING THE EXECUTIVE DIRECTOR'S RECOMMENDATION AND WRITTEN FINDING THAT COMPETITIVE NEGOTIATION METHODS AND PROCEDURES ARE NOT PRACTICABLE OR ADVANTAGEOUS PURSUANT TO SECTIONS 18-85(A) OF THE CODE OF THE CITY OF MIAMI, FLORIDA, AS AMENDED, AS ADOPTED BY THE SEOPW CRA ("CITY CODE"); WAIVING THE REQUIREMENTS FOR COMPETITIVE SEALED BIDDING AS NOT BEING PRACTICABLE OR ADVANTAGEOUS TO THE SEOPW CRA; AUTHORIZING THE EXECUTIVE DIRECTOR TO DISPERSE FUNDS, AT HIS DISCRETION, ON A REIMBURSEMENT BASIS OR DIRECTLY TO VENDORS, UPON PRESENTATION OF INVOICES AND SATISFACTORY DOCUMENTATION, SUBJECT TO THE AVAILABILITY OF FUNDING, FROM THE GRANTS AND AIDS ACCOUNT NO. 10050.920101.883000.0000.00000, IN AN AMOUNT NOT TO EXCEED FIVE HUNDRED FORTY FOUR THOUSAND THREE HUNDRED FIVE DOLLARS AND EIGHTY ONE CENTS (\$544,305.81) ("FUNDS") TO HUMAN RESOURCES OF MIAMI, INC., A FLORIDA-FOR-PROFIT CORPORATION ("HRM"), TO ASSIST WITH HRM'S ANTI-LITTERING SERVICES PROGRAM ("PURPOSE"), FROM OCTOBER 1, 2023 – SEPTEMBER 30, 2024; FURTHER AUTHORIZING THE EXECUTIVE DIRECTOR TO NEGOTIATE AND EXECUTE AN AGREEMENT, INCLUDING ANY AND ALL DOCUMENTS NECESSARY, ALL IN FORMS ACCEPTABLE TO THE GENERAL COUNSEL FOR THE ALLOCATION OF THE FUNDS FOR THE PURPOSE STATED HEREIN, SUBJECT TO THE AVAILABILITY OF FUNDING; PROVIDING FOR INCORPORATION OF RECITALS, AND PROVIDING FOR AN EFFECTIVE DATE.

File # 15052 - Bid Waiver Memo
File # 15052 - Notice To The Public
File # 15052 - Backup

5. CRA RESOLUTION**15053**

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY ("SEOPW CRA"), WITH ATTACHMENT(S), RETROACTIVELY APPROVING AND RATIFYING THE EXECUTIVE DIRECTOR'S TO EXECUTE THE PURCHASE AND SALE AGREEMENT ("AGREEMENT") (EXHIBIT "A") ATTACHED AND INCORPORATED HEREIN, IN A FORM ACCEPTABLE TO COUNSEL, BETWEEN THE SEOPW CRA AND FRONTIER FUELS INC., AS TRUSTEE ("SELLER"), TRS FOR THE ACQUISITION OF THE REAL PROPERTIES LOCATED 939 N.W. 5TH AVENUE, 720 N.W. 4TH AVENUE AND 440 N.W. 10TH STREET MIAMI, FLORIDA, 33136, CONTAINING AN APPROXIMATE TOTAL ADJUSTED AREA OF 31,250 SQUARE FEET ("PROPERTY"), AS LEGALLY DESCRIBED IN THE AGREEMENT FOR A TOTAL PURCHASE PRICE NOT TO EXCEED TWO MILLION TWO HUNDRED THIRTY THOUSAND DOLLARS AND ZERO CENTS (\$2,230,000.00), CONTINGENT UPON THE SEOPW CRA OBTAINING A WRITTEN APPRAISAL FROM A LICENSED FLORIDA APPRAISER STATING THAT THE APPRAISED VALUE OF THE PROPERTY, IS AT A MINIMUM, THE REFERENCED AMOUNT HEREIN, PURSUANT TO SECTION 163.370, FLORIDA STATUTES, AND THE SEOPW CRA REDEVELOPMENT PLAN; AUTHORIZING THE EXECUTIVE DIRECTOR TO NEGOTIATE AND EXECUTE ALL NECESSARY DOCUMENTS, INCLUDING ANY AMENDMENTS AND MODIFICATIONS TO SAID AGREEMENT, ALL IN FORMS ACCEPTABLE TO THE COUNSEL, THAT MAY BE NECESSARY TO EFFECTUATE SAID ACQUISITION; ALLOCATING FUNDS FROM ACCOUNT TITLED PURCHASE OF REAL PROPERTY, ACCOUNT NUMBER 10050.920101.662000.0000.00000 IN A TOTAL AMOUNT NOT TO EXCEED TWO MILLION TWO HUNDRED THIRTY THOUSAND DOLLARS AND ZERO CENTS (\$2,230,000.00) INCLUSIVE OF SAID ACQUISITION, THE COST OF A SURVEY, ENVIRONMENTAL REPORT, TITLE INSURANCE, AND RELATED CLOSING COSTS ASSOCIATED WITH SAID ACQUISITION, ALL IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE AGREEMENT; FURTHER AUTHORIZING THE GENERAL COUNSEL TO ENGAGE WEISS SEROTA, ET AL, AS OUTSIDE COUNSEL FOR THE REPRESENTATION OF THE SEOPW CRA ON ALL MATTERS RELATED TO A TITLE COMMITMENT AND POLICY, A PHASE I ENVIRONMENTAL SITE ASSESSMENT REPORT (AND P

File # 15053 - Exhibit A

File # 15053 - Exhibit B

File # 15053 - Exhibit C

6. CRA RESOLUTION**15055**

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY ("SEOPW CRA"), BY A FOUR-FIFTHS (4/5THS) AFFIRMATIVE VOTE, AFTER AN ADVERTISED PUBLIC HEARING, RATIFYING, APPROVING, AND CONFIRMING THE EXECUTIVE DIRECTOR'S RECOMMENDATION AND FINDING THAT COMPETITIVE NEGOTIATION METHODS AND PROCEDURES ARE NOT PRACTICABLE OR ADVANTAGEOUS PURSUANT TO SECTIONS 18-85 OF THE CODE OF THE CITY OF MIAMI, FLORIDA, AS AMENDED, AS ADOPTED BY THE SEOPW CRA; WAIVING THE REQUIREMENTS FOR COMPETITIVE SEALED BIDDING AS NOT BEING PRACTICABLE OR ADVANTAGEOUS TO THE SEOPW CRA; AUTHORIZING THE EXECUTIVE DIRECTOR TO DISPERSE FUNDS, AT HIS DISCRETION, ON A REIMBURSEMENT BASIS OR DIRECTLY TO VENDORS, UPON PRESENTATION OF INVOICES AND SATISFACTORY DOCUMENTATION, SUBJECT TO THE AVAILABILITY OF FUNDING, FROM THE GRANTS AND AIDS" ACCOUNT NO. 10050.920101.883000.0000.00000, IN AN AMOUNT TO NOT EXCEED TWO MILLION DOLLARS AND ZERO CENTS (\$2,000,000.00) ("FUNDS") TO SUPPORT MAKE-A-WISH FOUNDATION OF SOUTHERN FLORIDA, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION ("MAKE-A-WISH FOUNDATION") NEW HEADQUARTERS. MAKE-A-WISH FOUNDATION'S WHOSE SOLE MISSION IS TO CREATE LIFE-CHANGING WISHES FOR CHILDREN WITH CRITICAL ILLNESSES ("PURPOSE"); FURTHER AUTHORIZING THE EXECUTIVE DIRECTOR TO NEGOTIATE AND EXECUTE AN AGREEMENT, INCLUDING ANY AND ALL DOCUMENTS NECESSARY, ALL IN FORMS ACCEPTABLE TO THE GENERAL COUNSEL; FOR THE ALLOCATION OF THE FUNDS FOR THE PURPOSE STATED HEREIN; SUBJECT TO THE AVAILABILITY OF FUNDING; PROVIDING FOR INCORPORATION OF RECITALS, AND PROVIDING FOR AN EFFECTIVE DATE.

File # 15055 - Notice To The Public

File # 15055 - Bid Waiver Memo

File # 15055 - Backup

7. CRA RESOLUTION**15057**

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY, WITH ATTACHMENT(S), AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE AN AMENDMENT TO THE FIRST AMENDMENT TO THE AMENDED AND RESTATED MIAMI WORLDCENTER ECONOMIC INCENTIVE AGREEMENT, IN SUBSTANTIALLY THE ATTACHED FORM; AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE ANY AND ALL DOCUMENTS REQUIRED TO CONSUMMATE THE AMENDMENT IN A FINAL FORM ACCEPTABLE TO THE EXECUTIVE DIRECTOR.

File # 15057 - Exhibit A

8. CRA RESOLUTION**15058**

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY AUTHORIZING THE PURCHASE OF THAT CERTAIN MIAMI FOREVER BOND LOAN IN THE OUTSTANDING PRINCIPAL AMOUNT OF SEVEN-MILLION FIVE HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$7,500,000.00) MADE BY THE CITY OF MIAMI, FLORIDA TO BLOCK 55 RESIDENTIAL, LP AND THE ASSIGNMENT OF ALL LOAN DOCUMENTS EXECUTED IN CONNECTION WITH SUCH LOAN AND AUTHORIZING THE EXECUTIVE DIRECTOR TO NEGOTIATE AND EXECUTE ALL PURCHASE AND ASSIGNMENT DOCUMENTS IN CONNECTION THEREWITH

File # 15058 - Backup

9. CRA RESOLUTION**15059**

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY ("SEOPW CRA), AUTHORIZING THE EXECUTIVE DIRECTOR TO DISPERSE FUNDS, TO PAY SANDRA HAPUARACHCHI (THE "RELEASOR") OF THE SUM OF FIFTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$55,000.00), IN FULL AND COMPLETE SETTLEMENT OF ANY AND ALL CLAIMS AND DEMANDS, INCLUDING ALL CLAIMS FOR ATTORNEYS' FEES, AGAINST THE SEOPW CRA AND ITS CURRENT AND FORMER DEPARTMENTS, OFFICERS, AGENTS, SERVANTS, AND EMPLOYEES, ITS CONTRACTORS, LESSEES, AND ANY OTHER PERSON, FIRM OR CORPORATION CHARGED OR CHARGEABLE WITH RESPONSIBILITY OR LIABILITY, THEIR RESPECTIVE HEIRS, REPRESENTATIVES AND ASSIGNS (COLLECTIVELY THE "RELEASEES"), FROM ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, WHETHER IN THE NATURE OF SUBROGATION OR OTHERWISE, ARISING FROM ANY ACT OR OCCURRENCE FROM THE BEGINNING OF TIME THROUGH THE PRESENT, AND PARTICULARLY ON ACCOUNT OF ALL PERSONAL INJURY, SURVIVAL, OR DEATH, DISABILITY, PROPERTY DAMAGE, COSTS, LOSS OF SERVICES AND CONSORTIUM, EXPENSES, ATTORNEY'S FEES, COMPENSATION, DEPRIVATION OF ANY KIND ALREADY SUSTAINED OR THAT MAY HEREAFTER BE SUSTAINED, INCLUDING REPUTATION OR CIVIL RIGHTS, ON ACCOUNT OF, OR IN ANY WAY GROWING OUT OF, AN INCIDENT OCCURRING AT THE PARKING LOT LOCATED AT OR NEAR 663 N.W. 1ST COURT, MIAMI, FLORIDA, ON OR ABOUT JUNE 3RD, 2015, AND DURING WHICH THE RELEASOR WAS ALLEGEDLY INJURED (THE "INCIDENT"), AND AS A CONSEQUENCE OF WHICH SUIT WAS FILED IN THE CIRCUIT COURT IN AND FOR MIAMI-DADE COUNTY, CASE NO. 2019-008650-CA-01; FURTHER AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE AN AGREEMENT, INCLUDING ANY AND ALL DOCUMENTS NECESSARY, ALL IN FORMS ACCEPTABLE TO THE GENERAL COUNSEL; AND TO EXECUTE THE RELEASE OF ALL CLAIMS ("RELEASE"); PROVIDING FOR INCORPORATION OF RECITALS, AND PROVIDING FOR AN EFFECTIVE DATE.

File # 15059 - Backup

ADJOURNMENT

SEOPW Board of Commissioners Meeting
November 16, 2023

**SOUTHEAST OVERTOWN/PARK WEST
COMMUNITY REDEVELOPMENT AGENCY
INTER-OFFICE MEMORANDUM**

To: Board Chair Christine King and Members of the CRA Board Date: November 8, 2023 File: 15049



Subject: 4/5ths Bid Waiver to FAMSERSA, LLC for rehabilitation of 212 N.W. 11th Street.

From: James McQueen
Executive Director

Enclosures: File # 15049 - Bid Waiver Memo
File # 15049 - Notice To The Public
File # 15049 - Exhibit A

BACKGROUND:

A Resolution of the Board of Commissioners of the Southeast Overtown/Park West Community Redevelopment Agency ("SEOPW CRA"), with attachment(s) by a four-fifths (4/5ths) affirmative vote, after an advertised public hearing, ratifying, approving, and confirming the Executive Director's recommendation and finding that competitive negotiation methods and procedures are not practicable or advantageous pursuant to sections 18-85 and 18-86 of the code of the City of Miami, Florida, as amended, as adopted by the SEOPW CRA; waiving the requirements for competitive sealed bidding as not being practicable or advantageous to the SEOPW CRA via recommendation and written finding attached and incorporated as Exhibit "A", authorizing the allocation of funding in an amount not to exceed Two Hundred Eighty-Nine Thousand Five Hundred Sixty-Six Dollars and Zero Cents (\$289,566.00) ("Funds"), to support FAMSERSA, LLC, a Florida limited liability company ("FAMSERSA"). FAMSERSA has requested Funds from the SEOPW CRA for the rehabilitation of 212 N.W. 11th Street, Miami, FL 33136 (the "Property").

The Property is a vacant 2-story mixed use building with commercial/retail space on the ground level and 2 apartment units on the second floor. The building, built in 1958, is in need of rehabilitation improvements. The owners of the building are requesting support towards the rehabilitation of the currently vacant ground floor commercial spaces, including storefront improvements, residential units improvements, and site improvements, including grease trap installation for a future food-service business. Owners have agreed to restrict the rents of improved apartment units to affordable levels at a rate and term amenable to the SEOPW CRA, and the installation of the grease trap, site improvements, and new storefront will allow for the commercial space to be utilized by new businesses. The project also includes the addition of a mural art installation at the South façade of the building by a prominent local artist to feature Louis Armstrong, a world-renowned musician who frequented Overtown in the 1950's.

JUSTIFICATION:

Section 2, Goals 4 and 6, of the SEOPW CRA 2018 Redevelopment Plan Update (“Plan”) lists the "creating infill housing, diversity in housing types, and retaining affordable housing" as a stated redevelopment goal.

Florida Statutes, Section 163.335(6) of the Community Redevelopment Act found and declared that there exists " ... a severe shortage of housing affordable to residents of low or moderate income, including the elderly ... [and] such condition[s] affect the health, safety, and welfare of the residents ... and retards their growth and economic and social development "

Section 2, Principle 2 of the Plan also provides that the "neighborhood has to retain access to affordable housing even as the neighborhood becomes more desirable to households with greater means" as a stated redevelopment principle.

Section 2, Principle 3 of the Plan further provides that "there must be variety in housing options" as a stated redevelopment principle.

Section 2, Goal 4 of the Plan lists “create jobs within the community” as a stated redevelopment goal.

Section 2, Principle 4 of the Plan provides that “employment opportunities be made available to existing residents ...” as a stated redevelopment principle.

.Section 2, Principle 4, of the Plan provides that “[t]here must be variety in employment opportunities” as a stated redevelopment principle.

FUNDING:

\$289,566.00 allocated from Purchase of Real Property Account No. 10050.920101.662000.

FACT SHEET:

Company name: FAMSERSA, LLC.

Address: 212 N.W. 11th Street, Miami, FL 33136

Funding request: \$289,566.00

Scope of work or services (Summary): Exterior and interior improvements of mixed-use building to include storefront windows and commercial space improvements, affordable residential units improvements, and exterior improvements including installation of new grease trap and artistic wall mural.

**AGENDA ITEM
FINANCIAL INFORMATION FORM**

SEOPW CRA

CRA Board Meeting Date: **November 16, 2023**

CRA Section:

Brief description of CRA Agenda Item:

Authorizing the allocation of funds in an amount not to exceed \$289,566.00 to support FAMSERSA,LLC, for the rehabilitation of 212 NW 11th Street, Miami, FL 33136.

Project Number (if applicable):		
YES, there are sufficient funds in Line Item:		
Account Code: <u>10050.920101.883000.0000.00000</u> Amount: <u>\$289,566.00</u>		
NO (Complete the following source of funds information):		
Amount budgeted in the line item:		\$
Balance in the line item:		\$
Amount needed in the line item:		\$
Sufficient funds will be transferred from the following line items:		
ACTION	ACCOUNT NUMBER	TOTAL
Project No./Index/Minot Object		
From		\$
To		\$
From		\$
To		\$

Comments:
Approved by:



 James McQueen, Executive Director 11/8/2023

Approval:



 Miguel A Valentin, Finance Officer 11/8/2023



Southeast Overtown/Park West Community Redevelopment Agency

File Type: CRA Resolution

Enactment Number:

File Number: 15049

Final Action Date:

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY (“SEOPW CRA”), WITH ATTACHMENT(S), BY A FOUR-FIFTHS (4/5THS) AFFIRMATIVE VOTE, AFTER AN ADVERTISED PUBLIC HEARING, RATIFYING, APPROVING AND CONFIRMING THE EXECUTIVE DIRECTOR’S RECOMMENDATION AND FINDING THAT COMPETITIVE NEGOTIATION METHODS AND PROCEDURES ARE NOT PRACTICABLE OR ADVANTAGEOUS PURSUANT TO SECTIONS 18-85 OF THE CODE OF THE CITY OF MIAMI, FLORIDA, AS AMENDED, AS ADOPTED BY THE SEOPW CRA; WAIVING THE REQUIREMENTS FOR COMPETITIVE SEALED BIDDING AS NOT BEING PRACTICABLE OR ADVANTAGEOUS TO THE SEOPW CRA; AUTHORIZING THE EXECUTIVE DIRECTOR TO DISPERSE FUNDS, AT HIS DISCRETION, ON A REIMBURSEMENT BASIS OR DIRECTLY TO VENDORS, UPON PRESENTATION OF INVOICES AND SATISFACTORY DOCUMENTATION, SUBJECT TO THE AVAILABILITY OF FUNDING, FROM THE “GRANTS AND AIDS” ACCOUNT, ACCOUNT NO. 10050.920101.662000.0000.00000, IN AN AMOUNT TO NOT EXCEED TWO HUNDRED EIGHTY-NINE THOUSAND FIVE HUNDRED SIXTY-SIX DOLLARS AND ZERO CENTS (\$289,566.00) (“FUNDS”), TO FAMSERSA, LLC, A FLORIDA LIMITED LIABILITY COMPANY (“FAMSERSA”), FOR THE REHABILITATION OF 212 NW 11TH STREET (“PROPERTY”); FURTHER AUTHORIZING THE EXECUTIVE DIRECTOR TO NEGOTIATE AND EXECUTE AN AGREEMENT, INCLUDING ANY AND ALL DOCUMENTS NECESSARY, ALL IN FORMS ACCEPTABLE TO THE GENERAL COUNSEL; FOR THE ALLOCATION OF THE FUNDS FOR THE PURPOSE STATED HEREIN; SUBJECT TO THE AVAILABILITY OF FUNDING; PROVIDING FOR INCORPORATION OF RECITALS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Southeast Overtown/Park West Community Redevelopment Agency (“SEOPW CRA”) is a community redevelopment agency created pursuant to Chapter 163, Florida Statutes, and is responsible for carrying out community redevelopment activities and projects within its redevelopment area in accordance with the 2018 Southeast Overtown/Park West Community Redevelopment Agency Plan Update (the “Plan”); and

WHEREAS, Section 2, Goals 4 and 6, of the Plan lists "creating infill housing, diversity in housing types, and retaining affordable housing" as a stated redevelopment goal; and

WHEREAS, Florida Statutes, Section 163.335(6) of the Community Redevelopment Act found and declared that there exists " ... a severe shortage of housing affordable to residents of low or moderate income, including the elderly ... [and] such condition[s] affect the health, safety and welfare of the residents ... and retards their growth and economic and social development "; and

WHEREAS, Section 2, Principle 2 of the Plan also provides that the "neighborhood has to retain access to affordable housing even as the neighborhood becomes more desirable to households with greater means" as a stated redevelopment principle; and

WHEREAS, Section 2, Principle 3 of the Plan further provides that "there must be variety in housing options" as a stated redevelopment principle; and

WHEREAS, Section 2, Goal 4 of the Plan lists "create jobs within the community" as a stated redevelopment goal; and

WHEREAS, Section 2, Principle 4 of the Plan provides that "employment opportunities be made available to existing residents ..." as a stated redevelopment principle; and

WHEREAS, Section 2, Principle 4, of the Plan provides that "[t]here must be variety in employment opportunities" as a stated redevelopment principle; and

WHEREAS, FAMSERSA LLC, ("FAMSERSA") owns the Property and has requested assistance from the SEOPW CRA for the rehabilitation of the Property; and

WHEREAS, pursuant to Section 18-85(a) of the Code of the City of Miami, Florida, as adopted by the SEOPW CRA, as amended ("City Code"), the Executive Director has recommended waiving the requirements for competitive sealed bidding methods, via recommendation and written finding attached and incorporated as Exhibit "A," with reasons supporting the same as not being practicable or advantageous to the SEOPW CRA; and

WHEREAS, the Board of Commissioners finds that authorizing this Resolution would further the SEOPW CRA redevelopment goals and objectives; and

WHEREAS, based on the recommendation and findings of the Executive Director, it is in the SEOPW CRA's best interest for the Board of Commissioners to authorize, by an affirmative four-fifths (4/5ths) vote, a waiver of competitive sealed bidding procedures pursuant to Section 18-85 and 18-86 of the Code of the City of Miami, Florida, as amended ("City Code"), as adopted by the SEOPW CRA, and to authorize the Executive Director to negotiate and execute any and all agreements necessary, all in forms acceptable to the General Counsel, with FAMSERSA for provision of grant funds in an amount not to exceed Two Hundred Eighty-Nine Thousand Five Hundred Sixty-Six Dollars And Zero Cents (\$289,566.00), subject to the availability of funds; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MIAMI, FLORIDA:

Section 1. The recitals and findings contained in the Preamble to this Resolution are adopted by reference and incorporated herein as if fully set forth in this Section.

Section 2. By a four-fifths (4/5th) affirmative vote, after an advertised public hearing, the Executive Director's recommendation and written findings that competitive negotiation methods and procedures are not practicable or advantageous to the SEOPW CRA, pursuant to Section 18-85 and 18-86 of the City Code, as adopted by the SEOPW CRA, and waiving the requirements for said procedures is ratified, approved, and confirmed.

Section 3. The Executive Director is hereby authorized¹ to disperse funds, at his discretion, on a reimbursement basis or directly to vendors, upon presentation of invoices and satisfactory documentation from the "Grants and Aids" Account, No. Grants and Aids" Account No. 10050.920101.662000.0000.00000, for the project at the Property.

Section 4. The Executive Director is authorized¹ to negotiate and execute an agreement, including any and all necessary documents, and all-in forms acceptable to the General Counsel, for said purpose.

Section 5. Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent may be authorized by the Executive Director, or the Executive Director's designee, without need of public hearing, by filing a corrected copy of same with the City Clerk.

Section 6. This Resolution shall become effective immediately upon its adoption.

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:


Vincent T. Brown, Staff Counsel 11/8/2023

¹ The herein authorization is further subject to compliance with all legal requirements that may be imposed, including but not limited to those prescribed by applicable State law, City Charter and Code provisions, as adopted by the SEOPW CRA.

**SOUTHEAST OVERTOWN/PARK WEST
COMMUNITY REDEVELOPMENT AGENCY
4/5ths RECOMMENDATION INTER-OFFICE MEMORANDUM**

To: Board Chair Christine King and
Members of the SEOPW CRA Board

Date: November 16, 2023

File:

Subject: Request to waive competitive sealed bidding methods pursuant to City Code 18-85(a) to FAMSERSA, LLC for the rehabilitation of 212 N.W. 11th ST, Miami, FL 33136.

From: James McQueen
Executive Director

References:

Enclosures: Exhibit "A"

BACKGROUND:

A Resolution of the Board of Commissioners of the Southeast Overtown/Park West Community Redevelopment Agency ("SEOPW CRA"), with attachment(s), by a four-fifths (4/5ths) affirmative vote, after an advertised public hearing, ratifying, approving and confirming the Executive Director's recommendation and finding that competitive negotiation methods and procedures are not practicable or advantageous pursuant to sections 18-85 and 18-86 of the code of the City of Miami, Florida, as amended, as adopted by the SEOPW CRA; waiving the requirements for competitive sealed bidding as not being practicable or advantageous to the SEOPW CRA via recommendation and written finding attached and incorporated as Exhibit "A", authorizing the allocation of funding in an amount not to exceed Two Hundred Eighty-Nine Thousand Five Hundred Sixty-Six Dollars And Zero Cents (\$289,566.00) ("Funds"), to support FAMSERSA, LLC, a Florida limited liability company ("F AMSERSA"). FAMSERSA has requested Funds from the SEOPW CRA for the rehabilitation of 212 N.W. 11th ST., Miami, FL 33136 (the "Property").

FAMSERSA is the owner of an existing 2-story mixed use building with commercial/retail space on the ground level and 2 apartment units on the second floor. The building, is in need of rehabilitation improvements and the owners of the building are requesting support towards the rehabilitation of the commercial spaces including storefront improvements, residential unit improvements, and site improvements including grease trap installation for a future food-service business ("Purpose"). Owners have agreed to restrict the rents of improved apartment units to affordable levels at a rate and term amenable to the SEOPW CRA, and the installation of the grease trap, site improvements, and new storefront will allow for the commercial space to be utilized by new businesses.

RECOMMENDATION:

In light of the above stated, approval of a waiver of the formal requirements of competitive sealed bidding methods as not being practicable or advantageous to the Southeast Overtown/Park West Community Redevelopment Agency as set forth in the City Code of Ordinances, as amended, specifically Section 18-85 (A), and the affirmation of these written findings and the forwarding the same to the Board of Commissioners of the Southeast Overtown/Park West Community Redevelopment Agency by a four fifths vote is respectfully requested.

APPROVED

James McQueen, Executive Director

Attachment: File # 15049 - Bid Waiver Memo (15049 : 4/5ths Bid Waiver to FAMSERSA, LLC for rehabilitation of 212 N.W. 11th Street.)

Southeast Overtown/Park West Community Redevelopment Agency

NOTICE OF PUBLIC HEARING

The Board of Commissioners (“Board”) of the Southeast Overtown/ Park West Community Redevelopment Agency (“SEOPW CRA”) will hold a Public Hearing on Thursday, November 16, 2023, at 10:00 a.m. or anytime thereafter in the City Commission chambers located at Miami City Hall, 3500 Pan American Drive, Miami, FL 33133. The Board will consider the allocation of funding to **FAMSERSA, LLC, a Florida limited liability company (“FAMSERSA”)**, to underwrite costs associated with the rehabilitation of 212 N.W. 11th Street., Miami, FL 33136 (the “Property”).

In accordance with the SEOPW CRA 2018 Redevelopment Plan Update (“Plan”) and Florida Statutes 163, the Board will consider the allocation of funding, in an amount not to exceed Two Hundred Eighty-Nine Thousand Five Hundred Sixty-Six Dollars and Zero Cents (\$289,566.00) (“Funds”), for the rehabilitation of commercial spaces, improvements for storefront, residential units, and site improvements, including grease trap installation for a future food-service business, artistic wall mural and owners have agreed to restrict the rents of improved apartment units to affordable levels at a rate and term amenable to the SEOPW CRA.

Inquiries regarding this notice may be addressed to James McQueen, Executive Director, SEOPW CRA, at (305) 679-6800.

This action is being considered pursuant to Sections 18-85 (a) of the Code of the City of Miami, Florida as amended (“Code”). The recommendation and findings to be considered in this matter are set forth in the proposed resolution and in Code Sections 18-85 (a), which are deemed to be incorporated by reference herein, and are available as with the scheduled SEOPW CRA Board meeting on Thursday, November 16, 2023, at 10:00 a.m. or anytime thereafter in the City Commission chambers located at Miami City Hall, 3500 Pan American Drive, Miami, FL 33133.

All comments and questions with respect to the meeting and remote public participation should be addressed to James McQueen, Executive Director, at 819 N.W. 2nd Avenue, 3rd Floor, Miami Florida 33136 (305) 679-6800. Should any person desire to appeal any decision of the Board with respect to any matter considered at this meeting, that person shall ensure that a verbatim record of the proceedings is made, including all testimony and evidence upon which any appeal may be based (F.S. 286.0105).

In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodations to participate in this proceeding may contact the Office of the City Clerk at (305) 250-5361 (Voice), not later than two (2) business days prior to the proceeding. TTY users may call 711 (Florida Relay Service), not later than two (2) business days prior to the proceeding.



Todd B. Hannon
Clerk of the Board
Ad No. 41122

Exhibit "A"

FAMSERSA LLC
212 NW 11 ST
Miami, FL, 33136
famsersa@gmail.com
10/13/2023

Southeast Overtown/Park West Community Redevelopment Agency
819 NW 2nd Avenue, 3rd Floor
Miami, FL 33136

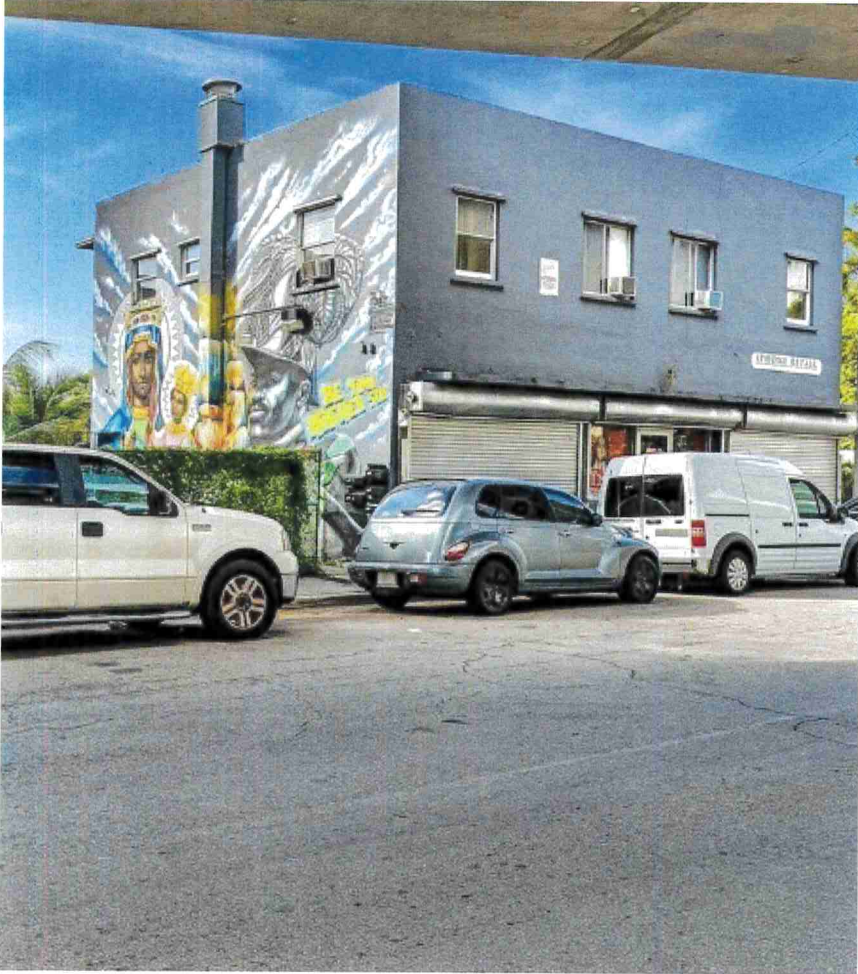
I am writing to request funding support from the Southeast Overtown/Park West Community Redevelopment Agency for our property improvement plan. Our initiative outlines the intention to rejuvenate and enhance the aesthetics of the Overtown community. The creation of a visually striking façade adorned with wall art that pays homage to Miami Overtown's storied history amongst other benefits to the local community, aligns perfectly with your agency's mission.

Enclosed is our detailed funding request proposal outlining the project plan, budget, and anticipated request for **\$289,566.58** we believe this collaboration will significantly enhance the community and contribute to the goals of the Southeast Overtown/Park West Community Redevelopment Agency.

Thank you for considering our proposal. We look forward to the opportunity to discuss this project further and explore the potential partnership.

Sincerely,

Juan Serna
FAMSERSA LLC
famsersa@gmail.com
(786) 222-6537



PROPERTY IMPROVEMENT PLAN

212 NW 11 ST MIAMI FL 33136

Attachment: File # 15049 - Exhibit A (15049 : 4/5ths Bid Waiver to FAMSERSA, LLC for rehabilitation of

0

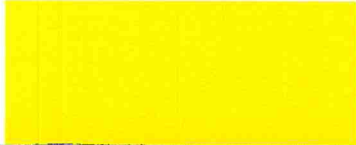


01 Executive Summary

This proposal outlines our intention to rejuvenate and enhance the aesthetics of the Overtown Plan (OVPlan) through a request for assistance from the Community Redevelopment Agency (CRA) to secure funding for the revitalization of a mixed-use property strategically situated in a pivotal location within Overtown. The property comprises three distinct commercial units and two residential apartments, forming a vital part of the community fabric.

Our objective with this remodeling endeavor is to augment both the intrinsic value and visual allure of the property. This will be achieved by implementing a comprehensive set of upgrades, which include the installation of impact windows and doors, renovation of storefronts, modernization of the air conditioning system, addition of a charming backyard deck, establishment of multiple kiosk structures crafted from repurposed shipping containers, and the creation of a visually striking façade adorned with wall art that pays homage to Miami Overtown's storied history and rich African American heritage.

O



An important aspect of our approach is to ensure the accessibility of the revitalized property to a diverse range of occupants. By incorporating affordable rental options for the residential apartment units, we aim to foster a sense of inclusivity and enable a broader demographic to engage with the vibrant Overtown community.

Overtown holds a key role in Miami's forthcoming phase of growth, standing as a crucial nexus neighboring Brickell and Little Havana. This proposal is intricately aligned with advancing these transformative endeavors.

In partnership with the CRA, we are confident that this initiative will contribute not only to the property's transformation but also to the broader revitalization of Overtown itself. Through a harmonious fusion of historical homage, functional enhancements, and community-driven affordability, we endeavor to create a truly dynamic and enduring asset that stands as a testament to Overtown's resilience and vibrancy.



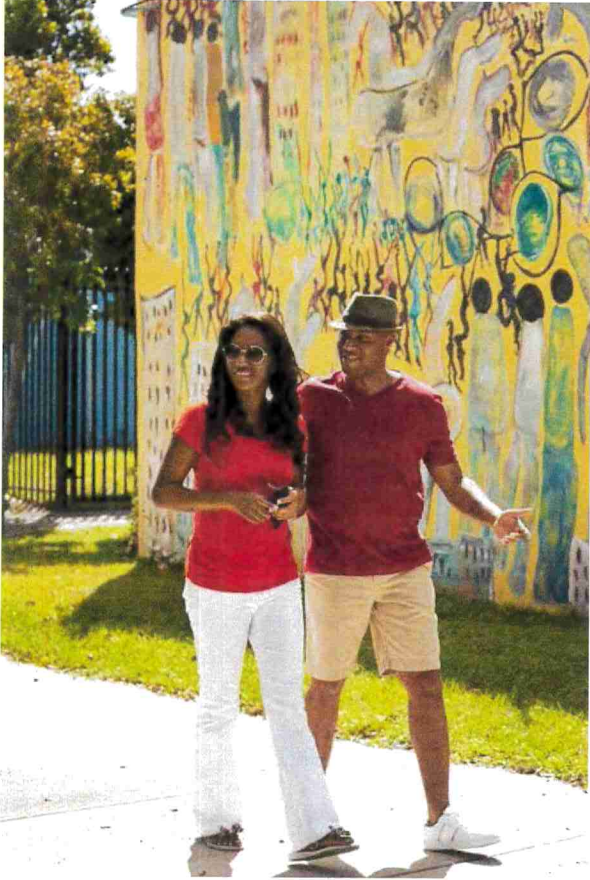
02 Business Overview



The property's location is strategically positioned in a high-demand area that boasts a robust history of foot traffic. Its unique mixed-use concept presents a versatile opportunity, enabling the generation of multiple benefits for both commercial and residential users. Additionally, the slated renovations are poised to deliver not only an enticing draw for prospective tenants but also a significant uptick in the neighborhood's overall appearance.

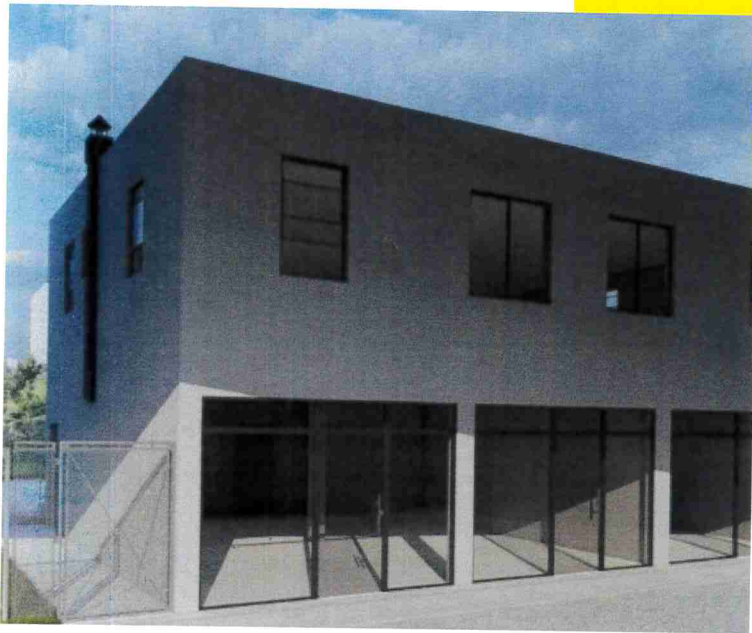
The intersection of NW 2nd Ave and 11th Street holds a pivotal position, offering the potential to significantly contribute to the beautification and revitalization of the Overtown community. As you approach from the east, you traverse past iconic Miami venues and landmarks, setting a high standard for the atmosphere and ambiance of the street, including renowned Parkwest and Downtown Miami. This presents a unique opportunity for the Overtown community to not only stand out amongst these esteemed neighbors but also to seamlessly complement the vibrant tapestry of the entire city.

Furthermore, when approaching from the south, you encounter popular destinations like Red Rooster and The Urban, which have garnered widespread acclaim and patronage, not only from Overtown residents but also from visitors worldwide. This intersection, therefore, represents a remarkable prospect for this corner to evolve into a focal point of pride and significance for the Overtown community, aligning itself with the thriving cultural and culinary scene that has made this area an increasingly prominent destination.



The southeast-facing wall represents an exciting canvas for an impactful mural, serving as a visual celebration of Overtown's rich African American culture and its storied history as one of Miami's most culturally significant neighborhoods. Such a mural can vividly depict the community's heritage and contributions, becoming a symbol of pride and recognition.

While the proposed remodeling is poised to enhance the businesses occupying the ground floor, it's important to note our commitment to Overtown's residents. Our plan includes dedicating the two apartment units on the upper floor to affordable housing options for local families. Despite being just two units, we view this as a crucial step in addressing the pressing issues of rising inflation and the soaring cost of living faced by Overtown's residents. It underscores our dedication to supporting and strengthening the local community, ensuring that affordable housing remains accessible to those who call Overtown home.



Proposed site image
SIDE/PATIO





Proposed site image
FRONT



03 Funding Request

The funds required for this project constitute a substantial investment that is currently beyond our means. However, we believe that with the support and partnership of the Community Redevelopment Agency (CRA), we can continue to drive the positive transformation of Overtown. Our project has undergone meticulous scrutiny to ensure that it remains firmly within a practical and responsible budget. It is essential to emphasize that we are dedicated to delivering a final project that upholds the highest standards of quality and integrity, without compromising on excellence. This collaboration with the CRA not only makes our vision feasible but also contributes to the ongoing enhancement of Overtown, creating a source of pride for the entire community.

ITEM	COST	APPENDIX
Architectural plans and design	\$8,000.00	Exhibit 1
Site work and remodeling (plumbing, mechanical and finishes)	\$103,133.00	Exhibit 2
Impact windows, doors and storefronts	\$48,684.98	Exhibit 3
Grease Trap	\$40,000.00	T.B.D
Landscape	\$7,000.00	Exhibit 2
Kiosk containers	\$62,748.60	Exhibit 4
Louis Armstrong mural art	\$20,000.00	Exhibit 5
	TOTAL	\$289,566.58

04 Risk Analysis

There are several potential risks associated with this project that warrant consideration. These include:

- 01 **City Permits and Plan Approval:** Obtaining the necessary permits and approvals from the city can be a complex and time-consuming process. Delays in this regard can impact project timelines and budgets.
- 02 **Supply Constraints and Manufacturing Delays:** The availability of materials and potential delays in the manufacturing of custom items like windows and doors can disrupt the project schedule and lead to increased costs.
- 03 **Budget Management:** Ensuring that the project stays within budget is crucial. Unforeseen expenses or inaccurate cost estimations can strain financial resources.



However, it's important to note that we are proactively addressing these potential risks. We have taken steps to prepare for contingencies and remain adaptable in the face of difficulties. Additionally, we have assembled a highly experienced team of professionals with a proven track record in handling similar projects. Their expertise will play a key role in risk mitigation, problem-solving, and ensuring the successful execution of the project. While challenges may arise, our commitment to thorough preparation and the strength of our team will help us navigate and overcome these potential obstacles.

05 Remodeling Plans



Impact Windows, Doors and Storefronts: The installation of impact-resistant windows, doors, and storefronts will enhance the property's safety and curb appeal, reduce insurance costs, and improve energy efficiency. The idea for the property is to stand out and showcase the potential Overtown has to attract residents and tourists.

Air Conditioning System: The mechanical upgrades will consist of central air conditioning units downstairs and split units upstairs. Upgrading the air conditioning system will ensure a comfortable environment for both commercial and residential occupants, thereby enhancing tenant satisfaction.

Residential Apartments: The idea behind the residential units is to offer affordable housing options to the community. However, affordability does not mean compromising on tenant enjoyment. After updating the kitchen, bathroom, installing impact windows, and incorporating split air conditioning units for each room, the units will provide both comfort and style for the tenants who choose to make this place their home.

Backyard Area: The addition of a stylish backyard deck will create an inviting outdoor space for tenants to relax and socialize, thereby further enhancing the property's appeal. The concept for this space is to provide a comfortable gathering place that can be enjoyed by tenants, customers, and local residents alike.

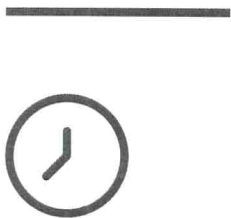




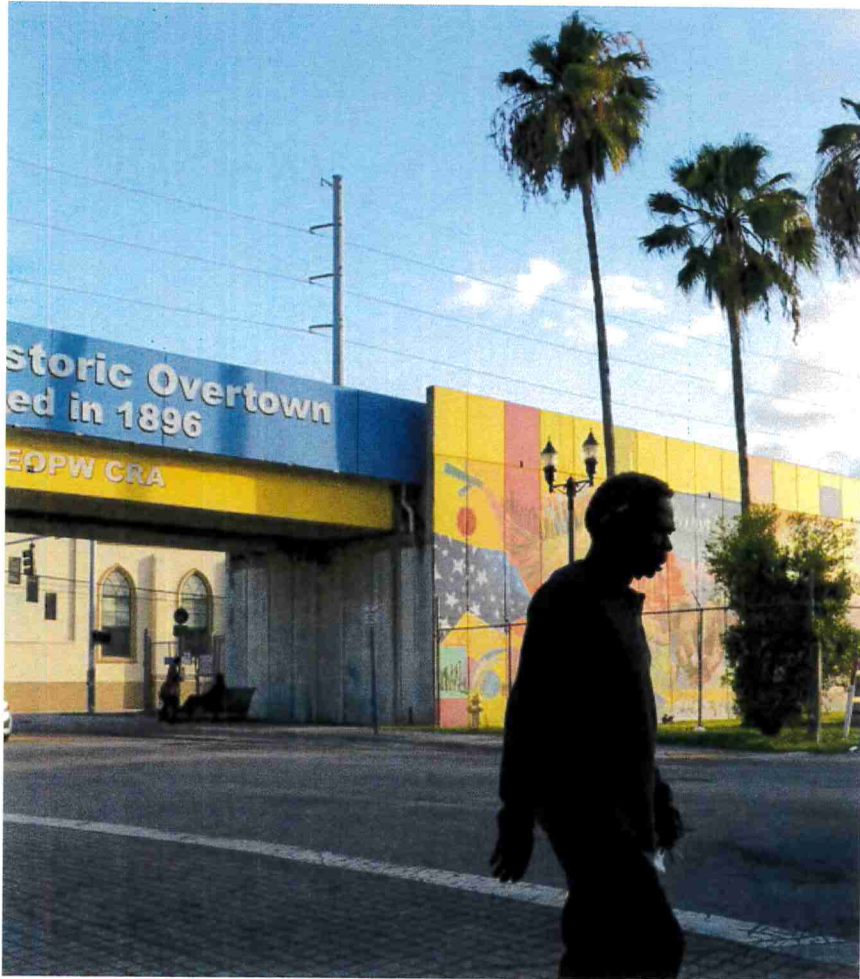
Façade and Wall Art: The idea is to collaborate with local artists to create captivating murals and artwork inspired by Miami Overtown's history and African American heritage, particularly its connection to jazz culture. This initiative will infuse cultural significance into the project and contribute to the overall revitalization of the neighborhood. The chosen icon for this endeavor is **Louis Armstrong**, a world-renowned musician who frequented Overtown in the 1950s.

Shipping Containers Kiosk: Establish two distinct shipping container kiosks that can be leased to vendors or operated by the landlord, creating an additional revenue stream and attracting more foot traffic. This will maximize the property's exposure and truly enhance the unique experience in Overtown.

06 Implementation Timeline



We have meticulously planned a phased approach to the project, spanning **10/01/2023** to **12/15/2023**. Each phase is designed to ensure the seamless execution of remodeling tasks, art installation, kiosk establishment, and community engagement efforts.



07 Conclusion

We believe that the redevelopment of this property aligns perfectly with the CRA's mission to promote community revitalization and economic growth. Through strategic collaboration and a holistic vision, we are confident that this endeavor will significantly contribute to Overtown's continued evolution as a thriving, culturally rich, and inclusive neighborhood.

We welcome the opportunity to discuss this proposal in greater detail and explore how our partnership can bring about lasting positive change to Overtown. Together, we can realize a shared vision of a revitalized community that benefits residents, entrepreneurs, and visitors alike.

Sincerely,

Juan Serna

EXHIBIT 1



EFREN A. IZQUIERDO

ARCHITECTURE

August 28, 2023

Mr. Juan Diego Serna
211 NW. 11th St.
Miami, FL 33136

RE: Proposal of Architectural Services for the legalization and renovation of a first floor commercial space.

We are pleased to submit for your consideration, as per our conversation, this proposal for Architectural Services for the above-mentioned project. The following Scope of Work, Scope of Services and Compensation have been based on your explanation of the project and plans furnished by you.

I. SCOPE OF WORK

The Scope of Work consists of:

Provide construction drawings for the first floor commercial space improvements such as removing illegal interior demising partitions, replacement of storefront fenestration and rest room redesign to comply with accessibility requirements.

II. SCOPE OF SERVICES

The Scope of Services consists of Contract Documents for construction and to obtain a Building Permit. The Contract Document Package includes the following documents and services:

- Signed and sealed Construction Documents for Permit and Construction.
- Plumbing for new accessible bathroom.
- Lighting redesign.
- Life safety plan.
- Meetings and coordination with Client.
- Meetings and coordination with the Local Building and Zoning Departments having jurisdiction on the project.

III. COMPENSATION

Compensation for the previously described services shall be as follows:

A. Design and Construction Documents

Lump Sum amount of EIGHT thousand dollars-----\$8,000.00

Draw schedule:

Retainer. -----\$3,320.00

Upon delivery of Construction Documents. -----\$4,680.00

IV. TIME FRAME

Permit plans will be completed 10 working days after execution of contract and receipt of retainer.

Attachment: File # 15049 - Exhibit A (15049 : 4/5ths Bid Waiver to FAMSERSA, LLC for rehabilitation of 212 N.W. 11th Street.)



EFREN A. IZQUIERDO

IV. ADDITIONAL SERVICES OF ARCHITECT.

The following services are not included in the Scope of Services.

- Any Work beyond the areas previously described.
- Preparing documents for alternate bids requested by OWNER.
- Providing detailed evidence of construction cost.
- Providing detailed specifications beyond those normally provided in the Working Drawings.
- Revising previously approved drawings, specifications, or other documents to accomplish changes not initiated by the ARCHITECT including Building Code changes after the plans are submitted for permit.
- Preparing as-built drawings based on information reported by the General Contractor.

Additional Services shall be billed on an hourly basis at the following rates:

- Principal Time \$170.00/Hr.
- Technical Time \$95.00/Hr.
- Clerical Time \$65.00/Hr.
- Site visits \$150.00/Hr.

V. REIMBURSABLE EXPENSES

- Reimbursable expenses are in addition to Fees for Basic and Additional Services, and include actual expenditures made by the ARCHITECT in the interest of the project that includes, but is not limited to any of the following:
 - Reproduction of drawings.
 - Messenger and delivery service.
 - Permit Fees.

VI. SERVICES NOT INCLUDED.

- Structural Certification.
- Permitting Process.

We are very proud of our track record on projects of this nature and welcome your review of this proposal.

Based on our past work, our qualifications and professional experience, we believe that our firm is well suited for this assignment.

Again, thank you for the opportunity to submit this proposal to you, and we look forward to working with you again in the future. If you have any questions or comments, please, do not hesitate to call our office at (305) 992-2828.

Your signature below denotes acceptance of this proposal.

8/28/23

Efrén A. Izquierdo.

Date

Date

EXHIBIT 2



On target Construction & Engineering	
4700 NW 72 AVE	
Miami FL 33166	
DATE	8/24/2023
Estimator:	W. Delgado
Estimate #	W080928251520

CGC1527193

212 NW 11 ST MIAMI FL 33136 - COMMERCIAL AND RESIDENTIAL COMPLEX

JUAN DIEGO SERNA -

DIV	DESCRIPTION	COST
1	GENERAL REQUIREMENTS	\$ 7,800
2	SITE WORK DEMOLITION	\$ 7,400
3	PLUMBING	\$ 4,400
4	FINISHES	\$ 65,200
5	MECHANICAL	\$ 11,400
6	LANDSCAPING	\$ 7,000
7	GC FEE	\$ 6,933
TOTAL CONSTRUCTION		\$ 110,133

1	GENERAL REQUIREMENTS		
	Permit Expediting	Master permit and permit processing	\$ 1,500.00
	General Site Labor	Site labor	\$ 1,000.00
	Trash disposal	Remove and Dispose all trash/debris (2 trucks included)	\$ 1,500.00
	Protection	Hallways and site protection	\$ 500.00
	Equipment	Boom lift 2 weeks rental	\$ 2,500.00
	Final cleaning	Detail Cleaning at project completion	\$ 800.00
	TOTAL		\$ 7,800.00
2	SITE WORK		
	DEMOLITION		
	Remove existing tile floor inside in retails 1-2-3		\$ 2,000.00
	Remove wall to make open space as per new code proposal		\$ 1,600.00
	Remove all wall paper and cabinets stands along the walls of all comercials		\$ 1,200.00
	Remove and Install new chain link Fence gray panel on the left side of the property		\$ 2,600.00
TOTAL		\$ 7,400.00	
3	Bathroom renovation retail 1		
	Plumbing Permit and permit processing		\$ 1,000.00
	Bathroom renovation, Durock and Tile instalaton, toilet instalaton, vanity instalaton, walls and ceiling plastering and painting		\$ 2,800.00
	Remove existing bathroom		\$ 600.00
	Framing if needed not included		
TOTAL		\$ 4,400.00	
4	FINISHES		
	COMMERCIAL RETAILS UNITS / DRYWALL AND FRAMING		
	Plaster and Finish level 3 all walls in retails 1-2-3		\$ 7,000.00
	Remove popcorn ceiling, plaster and finish all ceiling level 3 in retails 1-2-3 (scaffold included)		\$ 3,100.00
	Material and delivery		\$ 1,050.00
	RESIDENTIAL UNITS - DRYWALL AND FRAMING		
	Plaster and Finish level 3 all walls in residential units 1 and 2		\$ 5,500.00
	Remove popcorn ceiling, plaster and finish all ceiling level 3 in residence units 1 and 2		\$ 2,000.00
	RESIDENTIAL UNITS / KITCHEN		
	Provide and install new Kitchen for residential units 1 and 2		\$ 8,500.00
	TOTAL		\$ 27,150.00
	COMMERCIAL AND RESIDENTIAL UNITS		
	Painting all walls and ceiling inside retails 1-2-3 (two coats and primer one coat)		\$ 3,500.00
	Painting all walls and ceiling inside residential units 1 and 2		\$ 2,800.00
	Material and delivery (Allowance)		\$ 950.00
Note: Painting supplier to work with is sherwin-williams			
TOTAL		\$ 7,250.00	

Attachment: File # 15049 - Exhibit A (15049 : 4/5ths Bid Waiver to FAMSERSA, LLC for rehabilitation of 212 N.W. 11th Street.)

CONCRETE	
	Concrete polish floor (Allowance)
	Stucco - Complete Building (Exterior only) Material and scaffold included
	Concrete in all perimeter inside the building 680 sqft aprox 5-6 feet wide - Material and equipment included
	(Preparation of site included) 2 crews with 3-4 workers included per activity
	TOTAL
5	MECHANICAL - COMMERCIAL AND RESIDENTIAL UNITS
	Mechanical Permit and permit processing
	Provide and install brand new Carrier A/C unit 5 tons (Allowance)
	Provide and install bran new split units in residential units 1 and 2
	TOTAL
6	LANDSCAPING - COMMERCIAL BUILDING EXTERIOR
	Removing of existing grass and adding textured sand in the new area where the new grass will be installed
	Prune all existing trees to obtain a safe structure for the trees.
	Installation of empire zoysia grass
	Provide 8 yards of stone
	Provide sufficient water to easily adapt the soil
	Garbage produced by the service will be removed in its entirety
	TOTAL

NOTES

- 1 This pricing is based on Walk Thru space to be renovated with the client
- 2 Floor soundproofing NIC.
- 3 Upon receipt of final approved, permitted Construction Documents, pricing may require adjustments.
- 4 Pricing assumes existing construction and conditions are in compliance with all current applicable construction codes unless otherwise noted in above pricing.
- 5 Asbestos / hazardous materials survey / abatement is not included.
- 6 Environmental / governmental / water / sewer impact fees are not included.
- 7 All telephone, computer, security and television, audio / visual equipment / wiring removal, relocation and installation by other.
- 8 It is assumed that all materials and equipment can be delivered on site and no additional hoisting equipment is required.
- 9 All existing Mechanical, Electrical, Plumbing and Fire suppression systems are assumed to be in good working order and code worthy. Refurbishment or repair if required is not included. Any additional tests or balanced required are not included.
- 10 The base cost proposal does NOT include special ventilation requirements such as removing exterior glass and installing, rerouting fresh air / return ductwork, etc..
- 11 This cost proposal is based on the quantities and scope of work shown. Changes in the quantities / scope of work may result in the unit costs changing.
- 12 Payment method to be determ by GC and Client
- 13 This cost proposal is valid for 15 days from the date of the proposal.
- 14 It is assumed that all samples, submittals, shop drawings etc.. will be reviewed by the Engineer and/or the owner with a timeframe that coincides with the project schedule at no charge On target Construction. It is also assumed that CAD files and / or PDF files will be provided to On target Construction as needed at no additional charge.
- 15 Change Orders will be billed at a cost of the work which includes additional General Conditions related to the changes in the scope of work and a 15% fee.
- 16 Change Orders resulting in a reduction in the scope of work / contract amount will be credited back at the cost of the work as credited back to On target
- 17 All applicable sales taxes are included

QUALIFICATIONS

1. Schedule to commence work within 1 week after contract signed and initial payment received
2. Locksmith for coding keys price is not included.
3. This estimate is based on a 6 weeks project execution.
4. Estimate is based on current floor plan lay out.
5. Unforeseen conditions may impact the cost of this estimate.
6. Costs of City permits are not included in this proposal.

CLIENT/ CONTRACTOR AGREEMENT	
<p>_____</p> <p style="text-align: center;">Client</p>	<p>_____</p> <p style="text-align: center;">General Contractor</p>

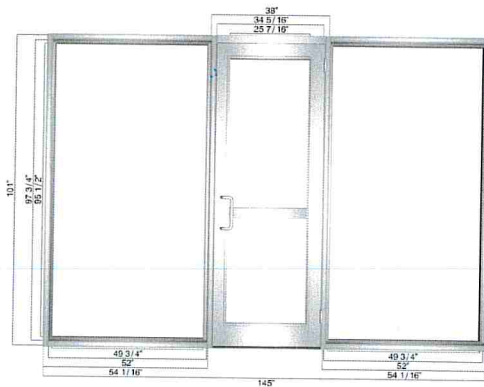
Attachment: File # 15049 - Exhibit A (15049 : 4/5ths Bid Waiver to FAMSERSA, LLC for rehabilitation of 212 N.W. 11th Street.)

PROPOSAL NUMBER
 490916
 PROPOSAL NAME
 JUAN SERNA - Commercial
 EXTERNAL PURCHASE ORDER ID

EXHIBIT 3

QUOTE ITEMS

LINE NUM	LINE NAME	ASSEMBLY SYSTEM	ASSEMBLY	UNIT PRICE	TOTAL QUANTITY	TOTAL PRICE
1	STOREFRONT	ES-8000 - STOREFRONT	1 LITE	\$7,311.60	3	\$21,934.80



SIZE 145" X 101"
AREA 101.70 FT²
FINISH AAMA 2604 BRONZE
GLASS 1/4" GRAY HS + 0.09 PVB CLEAR + 1/4" CLEAR HS
PANELS 3
DOOR PANEL 2
DOOR GLASS 1/4" GRAY HS + 0.09 PVB CLEAR + 1/4" CLEAR HS
CLOSER YES
MUNTIN NO
MUNTINS NO
OPENING RIGHT OPENING (XR)
REVERSE YES
LOCATION LEFT
JAMB TYPE REGULAR (NO ANCHORED)
SILL TYPE SADDLE THRESHOLD (ES9015)(ALTERNATIVE ADA)
FRAME TYPE CLOSED HEAD/SILL
SHIM SPACE 3/8" SHIM SPACE
ANCHOR TYPE TYPE A 1/4 DIA ULTRACON
BOTTOM RAIL STANDARD BOTTOM RAIL
EQUAL PANELS YES
CUSTOM PANELS NO
REINFORCEMENT J1/M1
LOCK PANIC STANDARD
MECHANISM PANIC STANDARD
COLOR QUOTED PAINT FINISH
THRESHOLD QUOTED PAINT FINISH
PROTECTIVE FILM BOTH
DIAMETER 1/4
CLUSTER 6
QUANTITY 6
CLUSTER 6
DECORATIVE NO
MUNTIN NO
NUMBER OF ANCHORS 2 ANCHORS AT EACH SIDE OF JAMB AND MULLION
PRE-GLAZED? YES

FBC CERTIFICATION
 INTERNAL PSF 25.10 EXTERNAL PSF 25.10
CODE 22-1227.03
NFRC CERTIFICATION
 U FACTOR 1.05 SHGC 0.47 VT 0.36

Attachment: File # 15049 - Exhibit A (15049 : 4/5ths Bid Waiver to FAMSERSA, LLC for rehabilitation of 212 N.W. 11th Street.)

2 REAR DOOR - STORE
C

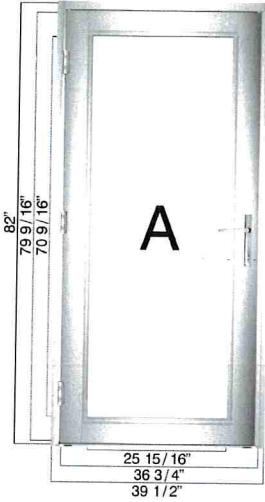
ES-EL300 - SWING
DOOR

SINGLE
LEAF

\$1,653.64

1

\$1,653.64



SIZE 39 1/2" X 82"
AREA 22.49 FT²
FINISH AAMA 2604 BRONZE
GLASS 1/4" CLEAR HS + 0.09 PVB CLEAR
 + 1/8" GRAY HS
MUNTINS NO
OPENING HINGE LEFT (XL)
ASTRAGAL YES
LOCATION SINGLE
LOCK TYPE RANDOM
SILL TYPE STANDARD
FRAME TYPE ES-EL300
HINGE TYPE HINGE
SILL COLOR CLEAR ANOD
BOTTOM TYPE STANDARD
CUSTOM PANELS NO
LOCK MECHANISM THREE POINT LOCK ARIA HANDLE
 STANDARD COLOR
PROTECTIVE FILM NO
GLASS COVER TYPE STANDARD
DECORATIVE MUNTIN NO
PRE-GLAZED? YES

FBC CERTIFICATION
 INTERNAL PSF 80.00 EXTERNAL PSF 80.00
CODE FL22551
NOA CERTIFICATION
 INTERNAL PSF 80.00 EXTERNAL PSF 80.00
CODE 22-0328.03

3 REAR DOOR - STORE
B

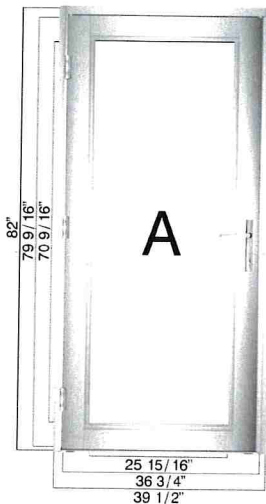
ES-EL300 - SWING
DOOR

SINGLE
LEAF

\$1,653.64

1

\$1,653.64



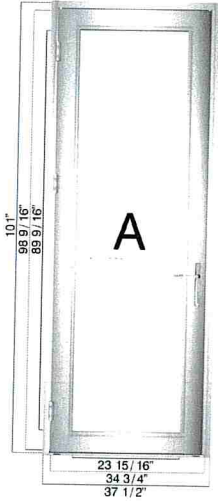
SIZE 39 1/2" X 82"
AREA 22.49 FT²
FINISH AAMA 2604 BRONZE
GLASS 1/4" CLEAR HS + 0.09 PVB CLEAR
 + 1/8" GRAY HS
MUNTINS NO
OPENING HINGE LEFT (XL)
ASTRAGAL YES
LOCATION SINGLE
LOCK TYPE RANDOM
SILL TYPE STANDARD
FRAME TYPE ES-EL300
HINGE TYPE HINGE
SILL COLOR CLEAR ANOD
BOTTOM TYPE STANDARD
CUSTOM PANELS NO
LOCK MECHANISM THREE POINT LOCK ARIA HANDLE
 STANDARD COLOR
PROTECTIVE FILM NO
GLASS COVER TYPE STANDARD
DECORATIVE MUNTIN NO
PRE-GLAZED? YES

FBC CERTIFICATION
 INTERNAL PSF 80.00 EXTERNAL PSF 80.00
CODE FL22551
NOA CERTIFICATION
 INTERNAL PSF 80.00 EXTERNAL PSF 80.00
CODE 22-0328.03

Attachment: File # 15049 - Exhibit A (15049 : 4/5ths Bid Waiver to FAMSERSA, LLC for rehabilitation of 212 N.W. 11th Street.)

4 REAR DOOR - STORE A

ES-EL300 - SWING DOOR SINGLE LEAF \$1,846.17 1 \$1,846.17

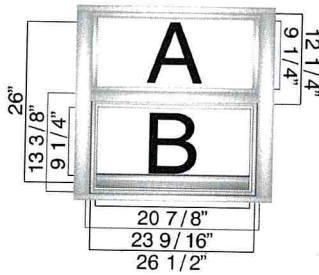


SIZE 37 1/2" X 101"
AREA 26.30 FT²
FINISH AAMA 2604 BRONZE
GLASS 1/4" CLEAR HS + 0.09 PVB CLEAR + 1/8" GRAY HS
MUNTINS NO
OPENING HINGE LEFT (XL)
ASTRAGAL YES
LOCATION SINGLE
LOCK TYPE RANDOM
SILL TYPE STANDARD
FRAME TYPE ES-EL300
HINGE TYPE HINGE
SILL COLOR CLEAR ANOD
BOTTOM TYPE STANDARD
CUSTOM PANELS NO
LOCK MECHANISM THREE POINT LOCK ARIA HANDLE STANDARD COLOR
PROTECTIVE FILM NO
GLASS COVER TYPE STANDARD
DECORATIVE MUNTIN NO
PRE-GLAZED? YES

FBC CERTIFICATION
 INTERNAL PSF 80.00 EXTERNAL PSF 80.00
CODE FL22551
NOA CERTIFICATION
 INTERNAL PSF 80.00 EXTERNAL PSF 80.00
CODE 22-0328.03

5 BATHROOM - STORE C

ES-EL100 - SINGLE HUNG OX \$283.54 1 \$283.54



SIZE 26 1/2" X 26"
AREA 4.78 FT²
FINISH AAMA 2604 BRONZE
GLASS 1/8" GRAY HS + 0.09 PVB TRANSLUCENT WHITE + 1/8" CLEAR HS
SCREEN YES
MUNTINS NO
SILL TYPE STANDARD
FRAME TYPE FLANGE
PANEL TYPE EQUAL
LIMIT DEVICE NO
MEETING RAIL STANDARD
PROTECTIVE FILM NO
LOCKING MECHANISM SWEEP LOCK ELITE STANDARD (3032A)
PRE-GLAZED? YES

FBC CERTIFICATION
 INTERNAL PSF 80.00 EXTERNAL PSF 60.00
CODE FL22250.1
NOA CERTIFICATION
 INTERNAL PSF 80.00 EXTERNAL PSF 60.00
CODE 21-0526.02
NFRC CERTIFICATION
 U FACTOR 1.08 SHGC 0.51 VT 0.46

Attachment: File # 15049 - Exhibit A (15049 : 4/5ths Bid Waiver to FAMSERSA, LLC for rehabilitation of 212 N.W. 11th Street.)

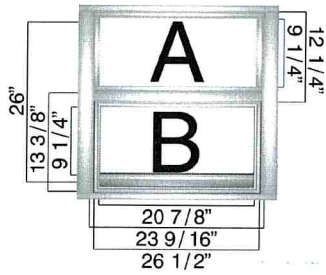
6 BATHROOM - STORE B

ES-EL100 - SINGLE OX
HUNG

\$283.54

1

\$283.54



SIZE 26 1/2" X 26"
AREA 4.78 FT²
FINISH AAMA 2604 BRONZE
GLASS 1/8" GRAY HS + 0.09 PVB TRANSLUCENT WHITE + 1/8" CLEAR HS
SCREEN YES
MUNTINS NO
SILL TYPE STANDARD
FRAME TYPE FLANGE
PANEL TYPE EQUAL
LIMIT DEVICE NO
MEETING RAIL STANDARD
PROTECTIVE FILM NO
LOCKING MECHANISM SWEEP LOCK ELITE STANDARD (3032A)
PRE-GLAZED? YES

FBC CERTIFICATION
 INTERNAL PSF 80.00 EXTERNAL PSF 60.00
CODE FL22250.1
NOA CERTIFICATION
 INTERNAL PSF 80.00 EXTERNAL PSF 60.00
CODE 21-0526.02
NFRC CERTIFICATION
 U FACTOR 1.08 SHGC 0.51 VT 0.46

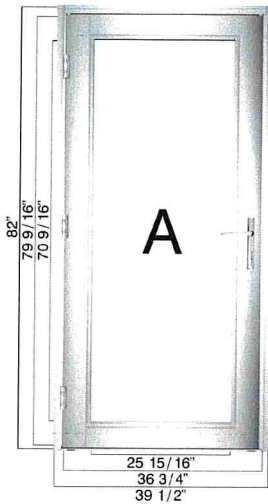
7 UNIT A ENTRY DOOR

ES-EL300 - SWING SINGLE LEAF
DOOR

\$1,653.64

1

\$1,653.64

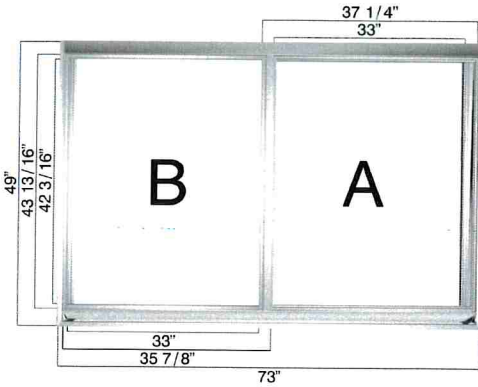


SIZE 39 1/2" X 82"
AREA 22.49 FT²
FINISH AAMA 2604 BRONZE
GLASS 1/4" CLEAR HS + 0.09 PVB CLEAR + 1/8" GRAY HS
MUNTINS NO
OPENING HINGE LEFT (XL)
ASTRAGAL YES
LOCATION SINGLE
LOCK TYPE RANDOM
SILL TYPE STANDARD
FRAME TYPE ES-EL300
HINGE TYPE HINGE
SILL COLOR CLEAR ANOD
BOTTOM TYPE STANDARD
CUSTOM PANELS NO
LOCK MECHANISM THREE POINT LOCK ARIA HANDLE STANDARD COLOR
PROTECTIVE FILM NO
GLASS COVER TYPE STANDARD
DECORATIVE MUNTIN NO
PRE-GLAZED? YES

FBC CERTIFICATION
 INTERNAL PSF 80.00 EXTERNAL PSF 80.00
CODE FL22551
NOA CERTIFICATION
 INTERNAL PSF 80.00 EXTERNAL PSF 80.00
CODE 22-0328.03

Attachment: File # 15049 - Exhibit A (15049 : 4/5ths Bid Waiver to FAMERSA, LLC for rehabilitation of 212 N.W. 11th Street.)

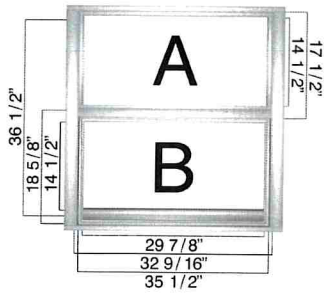
8 KITCHEN - UNIT A ES-2000 - HORIZONTAL ROLLER OX \$1,028.32 1 \$1,028.32



SIZE 73" X 49"
AREA 24.84 FT²
FINISH AAMA 2604 BRONZE
GLASS 1/8" GRAY HS + 0.09 PVB CLEAR + 1/8" CLEAR HS
SCREEN NO
MUNTINS NO
SILL TYPE STANDARD
FRAME TYPE FLANGE
PANEL TYPE EQUAL
MEETING RAIL STANDARD
PROTECTIVE FILM BOTH
LOCKING MECHANISM VENT LATCH
PRE-GLAZED? YES

NOA CERTIFICATION
 INTERNAL PSF 90.00 EXTERNAL PSF 70.00
CODE 20-1202.06
NFRC CERTIFICATION
 U FACTOR 1.06 SHGC 0.50 VT 0.45

9 KITCHEN - UNIT A ES-EL100 - SINGLE HUNG OX \$455.58 1 \$455.58



SIZE 35 1/2" X 36 1/2"
AREA 9.00 FT²
FINISH AAMA 2604 BRONZE
GLASS 1/8" GRAY HS + 0.09 PVB CLEAR + 1/8" CLEAR HS
SCREEN YES
MUNTINS NO
SILL TYPE STANDARD
FRAME TYPE FLANGE
PANEL TYPE EQUAL
LIMIT DEVICE NO
MEETING RAIL STANDARD
PROTECTIVE FILM NO
LOCKING MECHANISM SWEEP LOCK ELITE STANDARD (3032A)
PRE-GLAZED? YES

FBC CERTIFICATION
 INTERNAL PSF 80.00 EXTERNAL PSF 60.00
CODE FL22250.1
NOA CERTIFICATION
 INTERNAL PSF 80.00 EXTERNAL PSF 60.00
CODE 21-0526.02
NFRC CERTIFICATION
 U FACTOR 1.08 SHGC 0.51 VT 0.46

Attachment: File # 15049 - Exhibit A (15049 : 4/5ths Bid Waiver to FAMSERSA, LLC for rehabilitation of 212 N.W. 11th Street.)

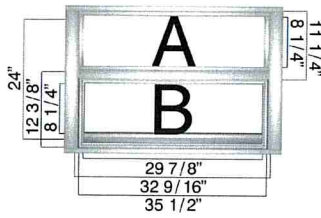
10 BATHROOM - UNIT A

ES-EL100 - SINGLE OX
HUNG

\$352.28

1

\$352.28



SIZE 35 1/2" X 24"
AREA 5.92 FT²
FINISH AAMA 2604 BRONZE
GLASS 1/8" GRAY HS + 0.09 PVB TRANSLUCENT WHITE + 1/8" CLEAR HS
SCREEN YES
MUNTINS NO
SILL TYPE STANDARD
FRAME TYPE FLANGE
PANEL TYPE EQUAL
LIMIT DEVICE NO
MEETING RAIL STANDARD
PROTECTIVE FILM NO
LOCKING MECHANISM SWEEP LOCK ELITE STANDARD (3032A)
PRE-GLAZED? YES

FBC CERTIFICATION
 INTERNAL PSF 80.00 EXTERNAL PSF 60.00
CODE FL22250.1
NOA CERTIFICATION
 INTERNAL PSF 80.00 EXTERNAL PSF 60.00
CODE 21-0526.02
NFRC CERTIFICATION
 U FACTOR 1.08 SHGC 0.51 VT 0.46

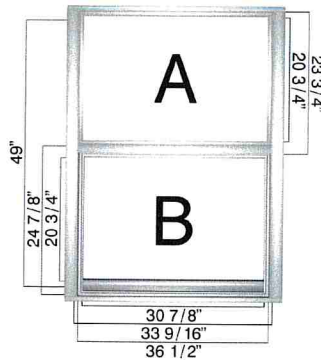
11 BEDROOM 1 UNIT
A

ES-EL100 - SINGLE OX
HUNG

\$589.60

1

\$589.60



SIZE 36 1/2" X 49"
AREA 12.42 FT²
FINISH AAMA 2604 BRONZE
GLASS 1/8" GRAY HS + 0.09 PVB CLEAR + 1/8" CLEAR HS
SCREEN YES
MUNTINS NO
SILL TYPE STANDARD
FRAME TYPE FLANGE
PANEL TYPE EQUAL
LIMIT DEVICE NO
MEETING RAIL STANDARD
PROTECTIVE FILM NO
LOCKING MECHANISM SWEEP LOCK ELITE STANDARD (3032A)
PRE-GLAZED? YES

FBC CERTIFICATION
 INTERNAL PSF 80.00 EXTERNAL PSF 60.00
CODE FL22250.1
NOA CERTIFICATION
 INTERNAL PSF 80.00 EXTERNAL PSF 60.00
CODE 21-0526.02
NFRC CERTIFICATION
 U FACTOR 1.08 SHGC 0.51 VT 0.46

Attachment: File # 15049 - Exhibit A (15049 : 4/5ths Bid Waiver to FAMERSA, LLC for rehabilitation of 212 N.W. 11th Street.)

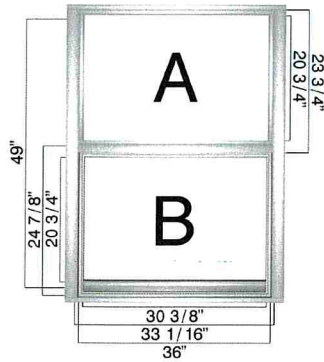
12 BEDROOM 1 UNIT
A

ES-EL100 - SINGLE OX
HUNG

\$581.01

1

\$581.01



SIZE 36" X 49"
AREA 12.25 FT²
FINISH AAMA 2604 BRONZE
GLASS 1/8" GRAY HS + 0.09 PVB CLEAR + 1/8" CLEAR HS
SCREEN YES
MUNTINS NO
SILL TYPE STANDARD
FRAME TYPE FLANGE
PANEL TYPE EQUAL...
LIMIT DEVICE NO
MEETING RAIL STANDARD
PROTECTIVE FILM NO
LOCKING MECHANISM SWEEP LOCK ELITE STANDARD (3032A)
PRE-GLAZED? YES

FBC CERTIFICATION
 INTERNAL PSF 80.00 EXTERNAL PSF 60.00
CODE FL22250.1
NOA CERTIFICATION
 INTERNAL PSF 80.00 EXTERNAL PSF 60.00
CODE 21-0526.02
NFRC CERTIFICATION
 U FACTOR 1.08 SHGC 0.51 VT 0.46

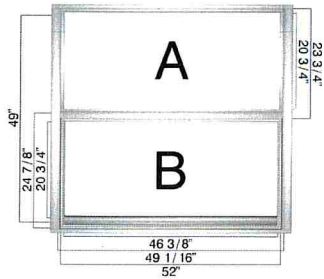
13 BEDROOM 2 UNIT
A

ES-EL100 - SINGLE OX
HUNG

\$813.16

1

\$813.16



SIZE 52" X 49"
AREA 17.69 FT²
FINISH AAMA 2604 BRONZE
GLASS 1/8" GRAY HS + 0.09 PVB CLEAR + 1/8" CLEAR HS
SCREEN YES
MUNTINS NO
SILL TYPE STANDARD
FRAME TYPE FLANGE
PANEL TYPE EQUAL
LIMIT DEVICE NO
MEETING RAIL STANDARD
PROTECTIVE FILM NO
LOCKING MECHANISM SWEEP LOCK ELITE STANDARD (3032A)
PRE-GLAZED? YES

FBC CERTIFICATION
 INTERNAL PSF 80.00 EXTERNAL PSF 60.00
CODE FL22250.1
NOA CERTIFICATION
 INTERNAL PSF 80.00 EXTERNAL PSF 60.00
CODE 21-0526.02
NFRC CERTIFICATION
 U FACTOR 1.08 SHGC 0.51 VT 0.46

Attachment: File # 15049 - Exhibit A (15049 : 4/5ths Bid Waiver to FAMERSA, LLC for rehabilitation of 212 N.W. 11th Street.)

14 UNIT B ENTRY DOOR

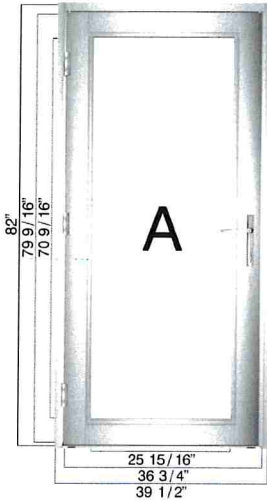
ES-EL300 - SWING DOOR

SINGLE LEAF

\$1,653.64

1

\$1,653.64



SIZE 39 1/2" X 82"
AREA 22.49 FT²
FINISH AAMA 2604 BRONZE
GLASS 1/4" CLEAR HS + 0.09 PVB CLEAR + 1/8" GRAY HS
MUNTINS NO
OPENING HINGE LEFT (XL)
ASTRAGAL YES
LOCATION SINGLE
LOCK TYPE RANDOM
SILL TYPE STANDARD
FRAME TYPE ES-EL300
HINGE TYPE HINGE
SILL COLOR CLEAR ANOD
BOTTOM TYPE STANDARD
CUSTOM PANELS NO
LOCK MECHANISM THREE POINT LOCK ARIA HANDLE STANDARD COLOR
PROTECTIVE FILM NO
GLASS COVER TYPE STANDARD
DECORATIVE MUNTIN NO
PRE-GLAZED? YES

FBC CERTIFICATION
 INTERNAL PSF 80.00
 EXTERNAL PSF 80.00
CODE FL22551

NOA CERTIFICATION
 INTERNAL PSF 80.00
 EXTERNAL PSF 80.00
CODE 22-0328.03

15 KITCHEN - UNIT B

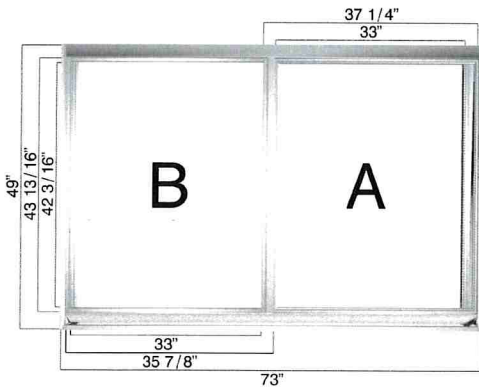
ES-2000 - HORIZONTAL ROLLER

OX

\$1,028.32

1

\$1,028.32



SIZE 73" X 49"
AREA 24.84 FT²
FINISH AAMA 2604 BRONZE
GLASS 1/8" GRAY HS + 0.09 PVB CLEAR + 1/8" CLEAR HS
SCREEN NO
MUNTINS NO
SILL TYPE STANDARD
FRAME TYPE FLANGE
PANEL TYPE EQUAL
MEETING RAIL STANDARD
PROTECTIVE FILM BOTH
LOCKING MECHANISM VENT LATCH
PRE-GLAZED? YES

NOA CERTIFICATION
 INTERNAL PSF 90.00
 EXTERNAL PSF 70.00
CODE 20-1202.06

NFRC CERTIFICATION
 U FACTOR 1.06
 SHGC 0.50
 VT 0.45

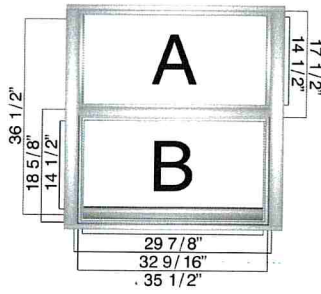
16 KITCHEN - UNIT B

ES-EL100 - SINGLE OX
HUNG

\$455.58

1

\$455.58



SIZE 35 1/2" X 36 1/2"
AREA 9.00 FT²
FINISH AAMA 2604 BRONZE
GLASS 1/8" GRAY HS + 0.09 PVB CLEAR + 1/8" CLEAR HS
SCREEN YES
MUNTINS NO
SILL TYPE STANDARD
FRAME TYPE FLANGE
PANEL TYPE EQUAL
LIMIT DEVICE NO
MEETING RAIL STANDARD
PROTECTIVE FILM NO
LOCKING MECHANISM SWEEP LOCK ELITE STANDARD (3032A)
PRE-GLAZED? YES

FBC CERTIFICATION
 INTERNAL PSF 80.00 EXTERNAL PSF 60.00
CODE FL22250.1
NOA CERTIFICATION
 INTERNAL PSF 80.00 EXTERNAL PSF 60.00
CODE 21-0526.02
NFRC CERTIFICATION
 U FACTOR 1.08 SHGC 0.51 VT 0.46

17 BEDROOM 1 UNIT B

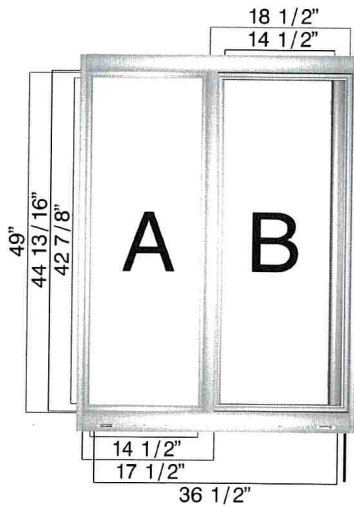
ES-EL200 - HORIZONTAL ROLLER

OX

\$630.13

1

\$630.13



SIZE 36 1/2" X 49"
AREA 12.42 FT²
FINISH AAMA 2604 BRONZE
GLASS 1/8" GRAY HS + 0.09 PVB CLEAR + 1/8" CLEAR HS
SCREEN YES
MUNTINS NO
SILL TYPE STANDARD
FRAME TYPE FLANGE
OPENING 4" NO
PANEL TYPE EQUAL
MEETING RAIL STANDARD
PROTECTIVE FILM NO
LOCKING MECHANISM SWEEP LOCK ELITE STANDARD (3032A)
PRE-GLAZED? YES

FBC CERTIFICATION
 INTERNAL PSF 65.00 EXTERNAL PSF 65.00
CODE FL 21557
NOA CERTIFICATION
 INTERNAL PSF 65.00 EXTERNAL PSF 65.00
CODE 21-0608.03
NFRC CERTIFICATION
 U FACTOR 1.08 SHGC 0.51 VT 0.44

Attachment: File # 15049 - Exhibit A (15049 : 4/5ths Bid Waiver to FAMSERSA, LLC for rehabilitation of 212 N.W. 11th Street.)

18 BEDROOM 1 UNIT
B

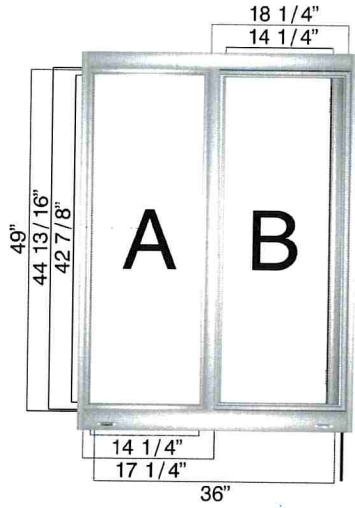
ES-EL200 -
HORIZONTAL
ROLLER

OX

\$623.84

1

\$623.84



SIZE 36" X 49"
AREA 12.25 FT²
FINISH AAMA 2604 BRONZE
GLASS 1/8" GRAY HS + 0.09 PVB CLEAR
 + 1/8" CLEAR HS
SCREEN YES
MUNTINS NO
SILL TYPE STANDARD
FRAME TYPE FLANGE
OPENING 4" NO
PANEL TYPE EQUAL
MEETING RAIL STANDARD
PROTECTIVE FILM NO
LOCKING MECHANISM SWEEP LOCK ELITE STANDARD (3032A)
PRE-GLAZED? YES

FBC CERTIFICATION
 INTERNAL PSF 65.00
 EXTERNAL PSF 65.00
CODE FL 21557

NOA CERTIFICATION
 INTERNAL PSF 65.00
 EXTERNAL PSF 65.00
CODE 21-0608.03

NFRC CERTIFICATION
 U FACTOR 1.08
 SHGC 0.51
 VT 0.44

19 BEDROOM 2 UNIT
B

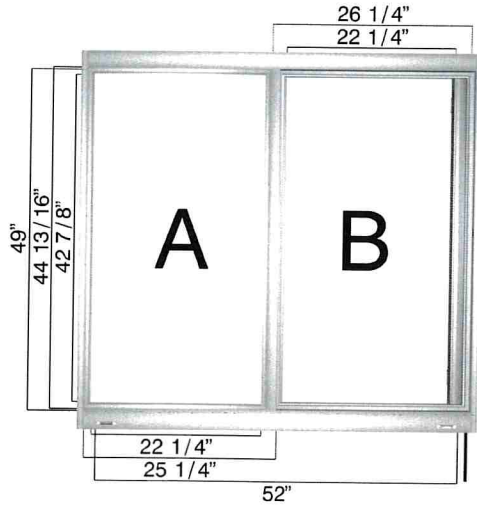
ES-EL200 -
HORIZONTAL
ROLLER

OX

\$827.25

1

\$827.25



SIZE 52" X 49"
AREA 17.69 FT²
FINISH AAMA 2604 BRONZE
GLASS 1/8" GRAY HS + 0.09 PVB CLEAR
 + 1/8" CLEAR HS
SCREEN YES
MUNTINS NO
SILL TYPE STANDARD
FRAME TYPE FLANGE
OPENING 4" NO
PANEL TYPE EQUAL
MEETING RAIL STANDARD
PROTECTIVE FILM NO
LOCKING MECHANISM SWEEP LOCK ELITE STANDARD (3032A)
PRE-GLAZED? YES

FBC CERTIFICATION
 INTERNAL PSF 65.00
 EXTERNAL PSF 65.00
CODE FL 21557

NOA CERTIFICATION
 INTERNAL PSF 65.00
 EXTERNAL PSF 65.00
CODE 21-0608.03

NFRC CERTIFICATION
 U FACTOR 1.08
 SHGC 0.51
 VT 0.44

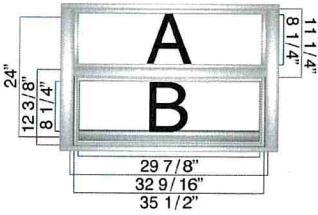
20 BATHROOM - UNIT B

ES-EL100 - SINGLE OX
HUNG

\$352.28

1

\$352.28



SIZE 35 1/2" X 24"
AREA 5.92 FT²
FINISH AAMA 2604 BRONZE
GLASS 1/8" GRAY HS + 0.09 PVB
 TRANSLUCENT WHITE + 1/8"
 CLEAR HS
SCREEN YES
MUNTINS NO
SILL TYPE STANDARD
FRAME TYPE FLANGE
PANEL TYPE EQUAL
LIMIT DEVICE NO
MEETING RAIL STANDARD
PROTECTIVE FILM NO
LOCKING MECHANISM SWEEP LOCK ELITE STANDARD
 (3032A)
PRE-GLAZED? YES

FBC CERTIFICATION

INTERNAL PSF 80.00
 EXTERNAL PSF 60.00
CODE FL22250.1

NOA CERTIFICATION

INTERNAL PSF 80.00
 EXTERNAL PSF 60.00
CODE 21-0526.02

NFRC CERTIFICATION

U FACTOR 1.08
 SHGC 0.51
 VT 0.46

PRODUCT TOTALS

PRODUCT TOTAL \$38,699.98

TAX RATE 0.00%

TAX AMOUNT \$0.00

TERMS AND SERVICES

INSTALLATION PRICE \$9,985.00

PERMIT PRICE \$0.00

MISCELLANEOUS \$0.00

TOTALS

TOTAL \$48,684.98

DOCUMENT GENERATED TUE 22 AUG 2023
5:28

Attachment: File # 15049 - Exhibit A (15049 : 4/5ths Bid Waiver to FAMSERSA, LLC for rehabilitation of 212 N.W. 11th Street.)

EXHIBIT 4

ARCA
B U I L D

ARCA BUILD CORP
4760 NW 17th Ave
Miami, FL 33142 US
Build@arcabuild.co
www.arcabuild.co

Estimate**ADDRESS**

Juan Diego Serna
Miami FL
33136

SHIP TO

Juan Diego Serna
Miami FL
33136

ESTIMATE # 23-182**DATE** 09/15/2023

DATE	ACTIVITY	DESCRIPTION	QTY	TOTAL	AMOUNT DUE
	Fabrication	Custom retrofitted shipping container Includes the following; - GRADE A-B Shipping container - Metal fabrication to create two door openings along the 20' side, custom metal security door - Painting the container as per clients choice of color - Air conditioning- wall mounted mini split unit 24,000 btu - Electrical 30 amp panel and electrical work with exposed conduit.	2	26,355.00	52,710.00T
	Expenses	TBD Plumbing budget per container	2	3,400.00	6,800.00T

SUBTOTAL 59,510.00
TAX 3,238.60
TOTAL \$62,748.60

Accepted By

Accepted Date

Attachment: File # 15049 - Exhibit A (15049 : 4/5ths Bid Waiver to FAMSERSA, LLC for rehabilitation of 212 N.W. 11th Street.)



@ABLEXCAMPOS®

EXHIBIT 5

Miami, FL. 08/28/2023

Attention: Beltran Fermin
Unit: Miami Historic Overtown
Issue:
Price

Quantity:

1

Description:

Muralism Overtown
(30 ft x 23 ft)

Amount:

\$25,000

-20% \$20,000

Note: The price does not include scaffolding or crane logistics.

Attachment: File # 15049 - Exhibit A (15049 : 4/5ths Bid Waiver to FAMSERSA, LLC for rehabilitation of



ArtWork

SEOPW Board of Commissioners Meeting
November 16, 2023

**SOUTHEAST OVERTOWN/PARK WEST
COMMUNITY REDEVELOPMENT AGENCY
INTER-OFFICE MEMORANDUM**

To: Board Chair Christine King and Members of the CRA Board Date: November 8, 2023 File: 15050

Subject: 4/5ths Bid Waiver to Courtside Apartments



From: James McQueen
Executive Director

Enclosures: File # 15050 - Exhibit A
File # 15050 - Exhibit B

BACKGROUND:

A Resolution of the Board of Commissioners of the Southeast Overtown/Park West Community Redevelopment Agency (“SEOPW CRA”), with attachment(s) authorizing the Executive Director to negotiate and execute a Easement and Operating Agreement (Exhibit “A”) and the covenant in Lieu of Unity of Title (Exhibit “B”), attached and incorporated herein, solely for zoning purposes properties under folio numbers 01-3136-094-0010; 01-3136-094-0015; 01-3136-064-0020, located in Miami, Florida owned by Miami Dade County, a political subdivision of the state of Florida (the “County Property”) and properties under folio number 01-3136-064-0010, located in Miami, Florida (the “SEOPW CRA Property”). Exhibit A, Exhibit B, between the County Property and the SEOPW CRA Property will be considered as one plot and parcel of land for zoning purposes to avoid replating, and that no portion of the parcel shall be sold, assigned, devised, or transferred. In addition to assisting with the development of a multi-phased mixed-use project.

JUSTIFICATION:

Goals 4 and 6, of the Plan lists “creating infill housing, diversity in housing types, and retaining affordable housing” as a stated redevelopment goal; and

Principle 3 of the Plan further provides that “there must be variety in housing options” as a stated redevelopment principle; and

FUNDING:

No fiscal Impact

FACT SHEET:

Company name: Miami Dade County and the SEOPW CRA

Address: 1699 N.W. 4th Avenue (01-3136-094-0010), 1619 N.W. 4th Avenue (01-3136-094-0015), 1600 N.W. 3rd Avenue, 1550 N.W. 3rd Avenue, 1619 N.W. 4th Avenue, 1600 N.W. 3rd Avenue, and

1650 N.W. 3rd Avenue (01-3136-064-0020) located in Miami, Florida owned by Miami Dade County, a political subdivision of the state of Florida (the “County Property”) and 1490 N.W. 3rd Avenue (01-3136-064-0010) located in Miami, Florida (the “SEOPW CRA Property”).

Term: Subject to the terms of certain Ground Lease between the County and Mourning Family Foundation, Inc. f/k/a Alonso Mourning Charities, Inc (the “Developer”), dated December 19, 2008, which such lease has been amended by those certain Amendment to Ground Lease, dated December 13, 2012, Second Amendment to Ground Lease, dated August 26, 2013, Third Amendment to Ground Lease, dated October 23, 2013, Fourth Amendment to Ground Lease, dated November 28, 2016, and Fifth Amendment to Ground Lease, dated September 17, 2018 (collectively the “Lease”), in the event the Developer does not comply with the terms of the Lease, including but not limited to obtaining a building permit or Certificate of Occupancy as set forth therein, then the County shall have the right upon written notice to the City of Miami, the SEOPW CRA, and the Developer to terminate the Lease and this Covenant at the County’s sole discretion.

Scope of work or services (Summary): The Easement and Operating agreement (Exhibit “A”) and Covenant in Lieu of Unity of Title (Exhibit “B”) attached and incorporated herein between Miami Dade County and the SEOPW CRA

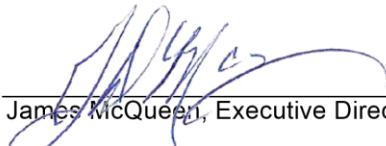
**AGENDA ITEM
FINANCIAL INFORMATION FORM**

SEOPW CRA

CRA Board Meeting Date: November 16, 2023

CRA Section:

Approved by:



James McQueen, Executive Director 11/8/2023

Approval:



Miguel A Valentin, Finance Officer 11/8/2023



Southeast Overtown/Park West Community Redevelopment Agency

File Type: CRA Resolution

Enactment Number:

File Number: 15050

Final Action Date:

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY (“SEOPW CRA”), WITH ATTACHMENT(S), AUTHORIZING THE EXECUTIVE DIRECTOR TO NEGOTIATE AND EXECUTE A EASEMENT AND OPERATING AGREEMENT (EXHIBIT “A”) AND THE COVENANT IN LIEU OF UNITY OF TITLE (EXHIBIT “B”), ATTACHED AND INCORPORATED HEREIN, SOLELY FOR ZONING PURPOSES UNDER FOLIO NUMBERS 01-3136-094-0010; 01-3136-094-0015; 01-3136-064-0020, LOCATED IN MIAMI, FLORIDA OWNED BY MIAMI-DADE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA (“COUNTY PROPERTY”) AND THE PROPERTIES UNDER FOLIO NUMBER 01-3136-064-0010, LOCATED IN MIAMI, FLORIDA OWNED BY THE SEOPW CRA (“SEOPW CRA PROPERTY”), MORE PARTICULARLY DESCRIBED IN EXHIBIT “A” AND EXHIBIT “B”; FURTHER AUTHORIZING THE EXECUTIVE DIRECTOR TO NEGOTIATE AND EXECUTE AGREEMENTS, INCLUDING BUT NOT LIMITED TO AMENDMENTS AND MODIFICATIONS, ANY AND ALL DOCUMENTS NECESSARY, ALL IN FORMS ACCEPTABLE TO THE GENERAL COUNSEL AND SPECIAL OUTSIDE COUNSEL WILLIAM BLOOM; PROVIDING FOR INCORPORATION OF RECITALS, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Southeast Overtown/Park West Community Redevelopment Agency (“SEOPW CRA”) is a community redevelopment agency created pursuant to Chapter 163, Florida Statutes, and is responsible for carrying out community redevelopment activities and projects within its redevelopment area in accordance with the 2018 Southeast Overtown/Park West Redevelopment Plan Update (the “Plan”); and

WHEREAS, Goals 4 and 6, of the Plan lists “creating infill housing, diversity in housing types, and retaining affordable housing” as a stated redevelopment goal; and

WHEREAS, Principle 3 of the Plan further provides that “there must be variety in housing options” as a stated redevelopment principle; and

WHEREAS, the Easement and Operating agreement (Exhibit “A”) and Covenant in Lieu of Unity of Title (Exhibit “B”) attached and incorporated herein between Miami Dade County and the SEOPW CRA;

WHEREAS, Miami Dade County is the fee simple owner of the property under folio numbers 01-3136-094-0010; 01-3136-094-0015; 01-3136-064-0020, located in Miami, Florida (the “County Property”); and

WHEREAS, the SEOPW CRA is the fee simple owner of the property under Folio No. 01-3136-064-0010, located in Miami, Florida (the “SEOPW CRA Property”);

WHEREAS, Exhibit A, Exhibit B, between the County Property and the SEOPW CRA Property will be considered as one plot and parcel of land for zoning purposes to avoid replating, and that no portion of the parcel shall be sold, assigned, devised, or transferred;

WHEREAS, the Property will assist with the development of a multi-phased mixed-use project;

WHEREAS, the Board of Commissioners finds that authorizing this Resolution would further the SEOPW CRA redevelopment goals and objectives; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MIAMI, FLORIDA:

Section 1. The recitals and findings contained in the Preamble to this Resolution are adopted by reference and incorporated herein as if fully set forth in this Section.

Section 2. The Executive Director is authorized¹ to negotiate and execute any and all agreements necessary, including any amendments and any modifications all-in forms acceptable to the General Counsel, Miami Dade County and the SEOPW CRA

Section 3. Sections of this Resolution may be renumbered or re-lettered, and corrections of typographical errors which do not affect the intent may be authorized by the Executive Director, or the Executive Director’s designee, without need of public hearing, by filing a corrected copy of the same with the City of Miami City Clerk.

Section 4. This Resolution shall become effective immediately upon its adoption.

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

 Vincent T. Brown, Staff Counsel 11/8/2023

¹ The herein authorization is further subject to compliance with all legal requirements that may be imposed, including but not limited to those prescribed by applicable State law, City Charter and City Code provisions, as adopted by the SEOPW CRA.

Exhibit "A"

This instrument was prepared by
and after recording return to:

Name: Ryan D. Bailine, Esq.
Address: Greenberg Traurig, P.A.
333 S.E. 2nd Avenue
Miami, Florida, 33131

(Space Reserved For Recorder’s Use Only)

EASEMENT AND OPERATING AGREEMENT

THIS EASEMENT AND OPERATING AGREEMENT (this “Agreement”) is made and entered into this ____ day of _____, 2023, by and between (MIAMI-DADE COUNTY, a political subdivision of the State of Florida (the “County”) whose address is 111 NW 1st Street Miami, Florida 33128 29th Floor Attention: County Mayor, and the SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY, a public agency and body corporate created pursuant to Section 163.356, Florida Statutes (“the “CRA”) whose address is 819 NW 2nd Avenue Third Floor Miami, Florida 33136 Attention: Executive Director (The County and the CRA are collectively referred to as the “Declarant”).

RECITALS:

A. The County is the owner of that certain land more particularly described on Exhibit “A” lying and situated in Miami-Dade County, Florida (the “County Property”).

B. The CRA is the owner of that certain land adjacent to the County Property more particularly described on Exhibit “B” lying and situated in Miami-Dade County, Florida (the “CRA Property”).

C. The County Property and the CRA Property as more particularly described on Exhibit “C” attached hereto (collectively the “Property”) is subject to that certain instrument entitled *Declaration of Restrictive Covenant in Lieu of Unity of Title* by and between the County and the CRA dated _____, 2023 and recorded on _____, 2023 in Official Records Book _____, at Page _____ of the Public Records of Miami-Dade County, Florida (as amended, restated, supplemented, and replaced from time to time, the “Covenant”).

D. Declarant intends to develop the Property with a multi-phased mixed-use project (herein, the “Project”), and may wish to convey portions of the Property to multiple owners and/or make various improvements now or hereafter constructed thereon from time to time.

E. The Covenant provides, *inter alia*, that the Property will be considered as one plot and parcel of land for zoning purposes, and that no portion or parcel shall be sold, assigned, devised or transferred unless all conditions of the Covenant are strictly complied with. The Covenant further provides that Declarant will fully comply with all the provisions set forth in Section

Attachment: File # 15050 - Exhibit A (15050 : 4/5ths Bid Waiver to Courtside Apartments)

7.7.1.5(f) of the of the City of Miami Code of Ordinances (the “Code”), together with the Covenant.

F. The Code requires, *inter alia*, the execution and recordation of an Easement and Operating Agreement in connection with the conveyance of portions of the Property, the purpose of which is to ensure that, although the Property may have multiple owners, it will be maintained and operated as a single development site for zoning purposes.

G. Declarant desires to enter into this Agreement consistent with the terms and conditions set forth in the Code and the Covenant. Accordingly, this Agreement is (and shall be deemed to be) the “Easement and Operating Agreement” required by the Code and the Covenant for all purposes thereof.

NOW THEREFORE, in consideration of the premises, Declarant hereby declares as follows:

1. **Recitals**. The above recitals are true and correct and incorporated herein by this reference.

2. **Access Easement**. Subject to the other terms and conditions of this Agreement, Declarant hereby reserves for itself, and grants to long-term ground lease tenants and/or owners of fee simple title to any portion of the Property (individually, an “Owner”, and collectively, the “Owners”), a perpetual, non-exclusive easement over, upon and across (i) sidewalks for pedestrian access, and (ii) paseos, streets, roads, driveways and access roads now or hereafter constructed and located on the ground level of the Property, for pedestrian and vehicular ingress and egress necessary or legally required for the use of the various improvements comprising the Project owned by such Owner for their respective intended purposes, subject to such reasonable limitations as shall be imposed by Declarant and/or the Owner of the burdened portion of the Property (collectively, the “Access Easement”). The Access Easement shall be an easement appurtenant to the portions of the Property benefitted thereby and shall be deemed for the benefit of Declarant, the Owner of such benefitted portions of the Property, and each of their respective successors and/or assigns and Permitted Users (defined below). Notwithstanding the foregoing, portions of the Access Easement may be restricted for the exclusive or primary use by one or more Owner(s) and its or their Permitted Users (to the exclusion of the other Owners and their Permitted Users) so long as each Owner is provided with legal access to its respective portion of the Project. As used in this Agreement, “Permitted User” shall mean any person who occupies a portion of the Property with the permission of an Owner, including, without limitation, tenants, guests, licensees, employees, customers, business invitees and personal invitees, together with any property manager engaged for the management and operation of the Project and its employees, contractors, vendors, agents and other designees.

3. **Utility Easement County Property**. Subject to the other terms and conditions of this Agreement and approval of the Miami-Dade County Board of County Commissioners the “Board”), the County hereby reserves for itself, and grants to each Owner of a portion of the County Property, a perpetual, non-exclusive easement in, to, over and across unimproved portions of the County Property for the installation, operation, maintenance, repair, relocation, replacement and removal of utility lines and facilities necessary or legally required for the use of the various

improvements constructed from time to time on the County Property owned by such Owner for their respective intended purposes, subject to such reasonable limitations as shall be imposed by the County and/or the Owner of the burdened portion of the County Property (collectively, the “County Utility Easement”). Subject to the Board’s approval, the County Utility Easement may include the right to grant easements to utility providers for the installation and maintenance of such utility lines and facilities and, to the extent such easements are located within another Owner’s portion of the County Property, such other Owner shall join in the granting of such easements provided the same is without cost, expense or liability to such joining party and subject to the limitations set forth above. In the event the Board approves such County Utility Easement, such easement shall be an easement appurtenant to the portions of the County Property benefitted thereby and shall be deemed for the benefit of the County, the Owner of such benefitted portions of the County Property, and each of their respective successors and/or assigns. Any Owner (or its utility provider) installing, operating, maintaining, repairing, relocating, replacing or removing utility lines or facilities on any other Owner’s portion of the County Property shall repair any damage to such portion of the Property caused by such actions.

4. **Utility Easement CRA Property.** Subject to the other terms and conditions of this Agreement, the CRA hereby reserves for itself, and grants to each Owner of a portion of the CRA Property, a perpetual, non-exclusive easement in, to, over and across unimproved portions of the CRA Property for the installation, operation, maintenance, repair, relocation, replacement and removal of utility lines and facilities necessary or legally required for the use of the various improvements constructed from time to time on the CRA Property owned by such Owner of a portion of the CRA Property for their respective intended purposes, subject to such reasonable limitations as shall be imposed by the CRA and/or the Owner of the burdened portion of the CRA Property (collectively, the “CRA Utility Easement”). The CRA Utility Easement shall include the right to grant easements to utility providers for the installation and maintenance of such utility lines and facilities and, to the extent such easements are located within another Owner’s portion of the CRA Property, such other Owner shall join in the granting of such easements provided the same is without cost, expense or liability to such joining party and subject to the limitations set forth above. The CRA Utility Easement shall be an easement appurtenant to the portions of the CRA Property benefitted thereby and shall be deemed for the benefit of the CRA, the Owner of such benefitted portions of the CRA Property, and each of their respective successors and/or assigns. Any Owner (or its utility provider) installing, operating, maintaining, repairing, relocating, replacing or removing utility lines or facilities on any other Owner’s portion of the CRA Property shall repair any damage to such portion of the Property caused by such actions.

5. **Construction Easement CRA Property.** Subject to the other terms and conditions of this Agreement, the CRA hereby reserves for itself, and grants to each Owner of a portion of the CRA Property, a temporary, non-exclusive access easement over, under and across unimproved portions of the CRA Property in order to allow the CRA and each such Owner of a portion of the CRA Property the ability (i) to construct the improvements on and within its portion of the Project located on the CRA Property, and (ii) to install, maintain, repair, replace and remove any common improvements required for the Project located on the CRA Property, including, but not limited to, footings, supports and foundations, subject to such reasonable limitations as shall be imposed by the CRA and/or the Owner of the burdened portion of the CRA Property (collectively, the “CRA Construction Easement”). The CRA Construction Easement shall commence, from time to time

with respect to each portion of the Project to be constructed by the Owner thereof on the CRA Property, on the date the use of such easement is necessary for the performance of the applicable construction activities, and shall automatically terminate upon completion of such improvements by such Owner without further action by the CRA or any other Owner. The CRA Construction Easement shall be an easement appurtenant to the portions of the CRA Property benefitted thereby and shall be deemed for the benefit of the CRA, the Owner of such benefitted portions of the CRA Property, and each of their respective successors, assigns, contractors, subcontractors, consultants and agents. The CRA Construction Easement shall not include any rights or easements with respect to the County Property.

6. **Encroachment/Support Easements County Property.** The County hereby reserves for itself and grants to each Owner of a portion of the County Property, a perpetual easement over, upon and across the County Property for encroachments for building overhangs, other overhangs and projections encroaching onto another Owner's portion of the County Property from an adjoining Owner's portion of the County Property (the "County Encroachment Easement"). The County Encroachment Easement shall be an easement appurtenant to the portions of the County Property benefitted thereby and shall be deemed for the benefit of County, the Owner of such benefitted portions of the County Property, and each of their respective successors and/or assigns. The County Encroachment/Easement shall not include any rights or easements over the CRA Property.

7. **Encroachment/Support Easements CRA Property.** The CRA hereby reserves for itself and grants to each Owner of a portion of the CRA Property, a perpetual easement over, upon and across the CRA Property for encroachments for building overhangs, other overhangs and projections encroaching onto another Owner's portion of the CRA Property from an adjoining Owner's portion of the CRA Property (the "CRA Encroachment Easement"). The CRA Encroachment Easement shall be an easement appurtenant to the portions of the CRA Property benefitted thereby and shall be deemed for the benefit of CRA, the Owner of such benefitted portions of the CRA Property, and each of their respective successors and/or assigns. The CRA Encroachment/Easement shall not include any rights or easements over the County Property.

8. **Curb Cuts County Property.** The County hereby reserves for itself and its successors and assigns, the right to create and/or dedicate, as necessary and appropriate, right of ways and curb cuts for public and/or private use on, over and across the County Property, subject to approval by the City of Miami Public Works Department.

9. **Curb Cuts CRA Property.** The CRA hereby reserves for itself and its successors and assigns, the right to create and/or dedicate, as necessary and appropriate, right of ways and curb cuts for public and/or private use on, over and across the CRA Property, subject to approval by the City of Miami Public Works Department.

10. **Parking Easement.** The County hereby grants to the CRA and its successors owning the CRA Property an easement and right to utilize forty five (45) parking spaces located on that portion of the County Property more particularly described on Exhibit D attached hereto (the "HTG Leasehold Property") to be developed by ("HTG") pursuant to the terms of that certain lease between the County and HTG dated March 25, 2015 (the "HTG Ground Lease") as amended.

11. **Site Plan.** The County and the CRA agree that during the term of the HTG Ground Lease the HTG Leasehold Property shall be developed substantially in accordance with the site plan prepared by Corwil Architects dated July 11, 2022 under job number Warrant PZ-22-12058 (the “Site Plan”) as same may be revised from time to time with the approval of the County in accordance with the terms of the HTG Ground Lease.

12. **Storm Water Drainage.** The County and the CRA covenant and agree that all storm water drainage with respect to the County Property shall be retained on the County Property and all storm water drainage with respect to the CRA Property shall be retained on the CRA Property.

13. **Master Agreements.** Notwithstanding anything contained herein to the contrary, the easements established by this Agreement with respect to the County Property may be further defined in and shall be subject to the terms, conditions, restrictions and limitations of that certain Ground Lease between the County and Mourning Family Foundation, Inc. f/k/a Alonso Mourning Charities, Inc, dated December 19, 2008, which such lease has been amended by those certain Amendment to Ground Lease, dated December 13, 2012, Second Amendment to Ground Lease, dated August 26, 2013, Third Amendment to Ground Lease, dated October 23, 2013, Fourth Amendment to Ground Lease, dated November 28, 2016, and Fifth Amendment to Ground Lease, dated September 17, 2018, Declaration of Covenants, Restrictions and Easements for Courtside Apartments, Phase II and/or other agreements filed or to be filed of public record in Miami-Dade County, Florida with respect to the County Property (as amended, restated, supplemented and replaced from time to time, the “County Master Agreements”), and any and all rules, regulations, guidelines, criteria and other requirements contained therein or promulgated thereunder with respect to the County Property. Some or all of the rights, obligations and responsibilities of the County and the Owners under this Agreement with respect to the County Property may be delegated to, assumed by and/or regulated by a master association, for-profit entity and/or other regime established or otherwise responsible under the County Master Agreements for the governance of the County Property or certain portions thereof (including without limitation certain areas and/or facilities within the Project located on the County Property that are shared by more than one Owner or portion of the Project or located in one portion of the County Property but used exclusively by another Owner or portion of the Project located on the County Property), either in conjunction with County Property in lieu of the County or any other Owner, to facilitate the development, maintenance, management, operation and use of the Project or the applicable portion thereof located on the County Property.

14. **Run with the Land.** The rights and easements granted and the covenants in this Agreement shall run with the land and shall inure to the benefit of, and be binding upon every Owner, their respective successors and/or assigns, and all persons claiming under them and all Owners. Notwithstanding the foregoing, no Permitted User shall acquire any enforceable rights under this Agreement. In exercising the easement and other rights contained in this Agreement, an Owner benefitted by such easement and rights shall use reasonable efforts to minimize any interference with the use, access or operation of any other Owner or its Permitted Users of its portion of the Property, and shall not impede or unreasonably interfere with such use, access or operation. Nothing contained herein shall be deemed to be a dedication, conveyance or grant to the public in general nor to any persons or entities, except as expressly set forth in this Agreement.

15. **Term.** This Agreement shall become effective upon recordation in the Public Records of Miami-Dade County, Florida, and shall continue in effect for a period of thirty (30) years after the date of such recordation, after which time the term of this Agreement shall be extended automatically for successive periods of ten (10) years each, unless sooner released in writing pursuant to Section 16.a. of this Agreement. In the event the Covenant is terminated, this Agreement, this Agreement shall also be deemed terminated in its entirety, and all parties shall be released from their respective obligations and liabilities under this Agreement, and pursuant to Section 16.a. of this Agreement.:

16. **Miscellaneous.**

- a. **Amendment/Release.** Subject to the other provisions of this Agreement, the provisions of this Agreement shall not be amended, modified, revised or released except by a written agreement executed by each Owner, with joinder by all mortgagees, if any, the County by and through the Miami-Dade Board of County Commissioners, and approval of the City Attorney of the City of Miami, Florida or his/her designee or successor, including any successor office having jurisdiction over such matters. Further, no modification or amendment shall be effective unless in writing and recorded in the Public Records of Miami-Dade County, Florida.
- b. **Construction.** The section headings that appear in this Agreement are for purposes of convenience of reference only and are not to be construed as modifying, explaining, restricting or affecting the substance of the sections in which they appear. In construing this Agreement, the singular shall be held to include the plural, the plural shall be held to include the singular, and reference to any particular gender shall be held to include every other and all genders.
- c. **Severability.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to the persons or circumstance other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- d. **Governing Law and Venue.** This Agreement shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of Florida. Any dispute arising under, in connection with or related to this Agreement or related to any matter which is the subject of this Agreement shall be subject to the exclusive jurisdiction of the state and/or federal courts located in Miami-Dade County, Florida.

- SIGNATURE PAGES FOLLOW -

IN WITNESS WHEREOF, Owner has executed this Agreement as of the day and year first above written.

MIAMI-DADE COUNTY, a political subdivision of the State of Florida

ATTEST:

BY ITS BOARD OF COUNTY COMMISSIONERS

JUAN FERNANDEZ-BARQUIN
Clerk of the Court and Comptroller

By: _____
Deputy Clerk

By: _____
Mayor or Designee

Date: _____

Approved as to form and legal sufficiency

By: _____
Terrence A. Smith
Assistant County Attorney

Attachment: File # 15050 - Exhibit A (15050 : 4/5ths Bid Waiver to Courtside Apartments)

IN WITNESS WHEREOF, Owner has executed this Agreement as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

Southeast Overtown/Park West Community
Redevelopment Agency, a public agency and
body politic created pursuant to Section
163.356, Florida Statutes

Witness (print name): _____

By: _____
James McQueen
Executive Director

Witness (print name): _____

approve for legal sufficiency

STATE OF FLORIDA)
) ss:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged in person or by online notarization before me this ___ day of _____, 2023 by James McQueen, as Executive Director of the Southeast Overtown/Park West Community Redevelopment Agency, a public agency and body corporate created pursuant to Section 163.356, Florida Statutes, on behalf of the agency. He is personally known to me or presented _____ as identification and who did not take an oath.

Notary Public, State of Florida

NOTARY SEAL/ STAMP

Print Name

Attachment: File # 15050 - Exhibit A (15050 : 4/5ths Bid Waiver to Courtside Apartments)

CONSENT

The undersigned, as the _____ of the _____ Department of the City of Miami, consents to the foregoing Easement and Operating Agreement (the "Agreement"), and acknowledges and agrees that: (i) the foregoing Agreement complies with and satisfies the requirements of the Covenant and the Code, each as referenced in the Recitals to the Agreement, and (ii) upon recordation of the Agreement in the Public Records of Miami-Dade County, Florida, portions of the Property may be conveyed and/or encumbered separately without the necessity of subdivision or replat.

City of MIAMI, a Florida municipal corporation

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Todd B. Hannon, City Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

Victoria Mendez, City Attorney for the City of Miami

Attachment: File # 15050 - Exhibit A (15050 : 4/5ths Bid Waiver to Courtside Apartments)

JOINDER AND CONSENT OF LENDER

The undersigned, CITIBANK, N.A. a national banking association, (“Mortgagee”) hereby certifies that Mortgagee is the holder of a mortgage, lien, or other encumbrance upon the Property described in the foregoing Easement and Operating Agreement (the “Agreement”), and that Mortgagee hereby joins in and consents to the Agreement and agrees that its mortgage, lien, or other encumbrance, which is recorded in Official Records Book 29552, Page 1513 of the Public Records of Miami-Dade County, Florida, shall be and hereby is subordinated to the Agreement.

Signed, sealed and delivered
in the presence of:

CITIBANK, N.A., a national banking
corporation

Witness (print name): _____

By: _____
Name: _____
Title: _____

Witness (print name): _____

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of [] physical presence OR [] online notarization, this ____ day of _____, 2023, by _____ as _____ of _____. [] Personally Known to me or [] Produced Identification.

Type of Identification Produced _____

Print or Stamp Name: _____
Notary Public, State of _____
Commission No.: _____
My Commission Expires: _____

Attachment: File # 15050 - Exhibit A (15050 : 4/5ths Bid Waiver to Courtside Apartments)

JOINDER BY MORTGAGEE

The undersigned, U.S. BANK TRUST COMPANY, a national association, as Trustee, under that certain Assignment of Security Instrument and Loan Documents (the "Mortgage") dated June 28, 2022, recorded in Official Records Book 33281, Page 1493, of the Public Records of Miami-Dade County, Florida, covering all/or a portion of the property described in the foregoing Agreement does hereby acknowledge that the terms of the Agreement are and shall be binding upon the undersigned and its successors in title.

IN WITNESS WHEREOF, these presents have been executed this ___ day of _____, 2023.

U.S. BANK TRUST COMPANY, a national association, as Trustee

By: _____
Name: _____
Title: _____
Address:
[lender address]

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of [] physical presence OR [] online notarization, this ___ day of _____, 2023, by _____ as _____ of _____. [] Personally Known to me or [] Produced Identification.

Type of Identification Produced _____

Print or Stamp Name: _____
Notary Public, State of _____
Commission No.: _____
My Commission Expires: _____

Attachment: File # 15050 - Exhibit A (15050 : 4/5ths Bid Waiver to Courtside Apartments)

JOINDER BY MORTGAGEE

The undersigned, Affordable Lending Company, LLC, as Mortgagee under that certain Leasehold Mortgage and Security Agreement and Assignment of Leases (the "Mortgage") dated March 24, 2015, recorded in Official Records Book 29552, Page 1519, of the Public Records of Miami-Dade County, Florida, covering all/or a portion of the property described in the foregoing Agreement does hereby acknowledge that the terms of the Agreement are and shall be binding upon the undersigned and its successors in title.

IN WITNESS WHEREOF, these presents have been executed this ___ day of _____, 2023.

Affordable Lending Company, LLC

By: _____
Name: _____
Title: _____
Address:
[lender address]

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of [] physical presence OR [] online notarization, this ___ day of _____, 2023, by _____ as _____ of _____. [] Personally Known to me or [] Produced Identification.

Type of Identification Produced _____

Print or Stamp Name: _____
Notary Public, State of _____
Commission No.: _____
My Commission Expires: _____

Attachment: File # 15050 - Exhibit A (15050 : 4/5ths Bid Waiver to Courtside Apartments)

JOINDER BY MORTGAGEE

The undersigned, **Miami-Dade County**, as Mortgagee under that certain Leasehold Multifamily Mortgage, Assignment of Rents, Security Agreement and Fixture Filing (the "Mortgage") dated March 1, 2015, recorded in Official Records Book 29552, Page 1432, of the Public Records of Miami-Dade County, Florida, covering all/or a portion of the property described in the foregoing Agreement does hereby acknowledge that the terms of the Agreement are and shall be binding upon the undersigned and its successors in title.

IN WITNESS WHEREOF, these presents have been executed this ___ day of _____, 2023.

Miami-Dade County, a political subdivision of the State of Florida

By: _____
Name: _____
Title: _____
Address: _____
[lender address]

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of [] physical presence OR [] online notarization, this ___ day of _____, 2023, by _____ as _____ of _____. [] Personally Known to me or [] Produced Identification.

Type of Identification Produced _____

Print or Stamp Name: _____
Notary Public, State of _____
Commission No.: _____
My Commission Expires: _____

Attachment: File # 15050 - Exhibit A (15050 : 4/5ths Bid Waiver to Courtside Apartments)

JOINDER BY LESSEE

The undersigned, Mourning Family Foundation, Inc., as Lessee under that certain Ground Lease (the "Ground Lease") dated March 24, 2015, recorded in Official Records Book 29552, Page 1320, of the Public Records of Miami-Dade County, Florida, covering all/or a portion of the property described in the foregoing Agreement does hereby acknowledge that the terms of the Agreement are and shall be binding upon the undersigned and its successors in title.

WITNESSES:

LESSEE

Signature

Mourning Family Foundation, Inc, a
Florida corporation, f/k/a Alonzo
Mourning Charities, Inc.

Print Name

Signature

By: _____

Print Name

Name: _____

Title: _____

STATE OF FLORIDA)
) SS
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____, 2023 by _____ as _____ of Mourning Family Foundation, Inc, a Florida corporation, f/k/a Alonzo Mourning Charities, Inc., on behalf of such corporation, and who is personally known to me or who has produced _____ as identification and who executed the foregoing instrument and acknowledged the execution thereof to be his free act and deed as such officer for the purposes therein expressed and who did (did not) take an oath.

Witness my signature and official seal this ___ day of _____, A.D., 2023.

Notary Public, State of Florida

My Commission Expires:

Attachment: File # 15050 - Exhibit A (15050 : 4/5ths Bid Waiver to Courtside Apartments)

JOINDER BY SUB-LESSEE

The undersigned, AMC HTG 1, Ltd., as Sub-lessee under that certain Sublease Agreement (the "Sublease Agreement") dated March 24, 2015, recorded in Official Records Book 29552, Page 1325, of the Public Records of Miami-Dade County, Florida, covering all/or a portion of the property described in the foregoing Agreement does hereby acknowledge that the terms of the Agreement are and shall be binding upon the undersigned and its successors in title.

WITNESSES:

SUB-LESSEE

Signature

AMC HTG 1, Ltd., a Florida limited liability partnership

Print Name

By: AMC HTG 1 GP, LLC., a Florida Limited Liability Company, its Managing General Partner

Signature

By: _____

Print Name

Name: _____

Title: _____

STATE OF FLORIDA)
) SS
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____, 2023 by _____ as _____ of AMC HTG 1 GP, LLC., a Florida limited liability company, as Managing General Partner of AMC HTG 1, Ltd., a Florida limited liability partnership, and who is personally known to me or who has produced _____ as identification and who executed the foregoing instrument and acknowledged the execution thereof to be his free act and deed as such officer for the purposes therein expressed and who did (did not) take an oath.

Witness my signature and official seal this ___ day of _____, A.D., 2023.

Notary Public, State of Florida

My Commission Expires:

Attachment: File # 15050 - Exhibit A (15050 : 4/5ths Bid Waiver to Courtside Apartments)

EXHIBIT "A"**COUNTY PROPERTY LEGAL DESCRIPTION**

ALL OF TRACT 10, "TOWNPARK SUBDIVISION 4 U.R. PROJECT FLORIDA R-10", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 87 AT PAGE 52 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; INCLUSIVE OF THAT PORTION OF SAID TRACT 10 RE-PLATTED AS TRACT "A", COURTSIDE APARTMENTS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 171 AT PAGE 71 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

LESS AND EXCEPT THEREFROM THAT PORTION OF TRACT 10 CONVEYED FROM THE CITY OF MIAMI TO THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY IN OFFICIAL RECORDS BOOK 28222 AT PAGE 4315, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

SAID LAND LYING IN AND BEING IN SECTION 36, TOWNSHIP 53 SOUTH, RANGE 41 EAST, CITY OF MIAMI, MIAMI-DADE COUNTY, FLORIDA.

EXHIBIT "B"**CRA PROPERTY LEGAL DESCRIPTION**

Tract 9 of TOWNPARK SUBDIVISION 4, U.R PROJECT FLA. R-10, according to the plat thereof, as recorded in Plat Book 87, at page 52 of the Public Records of Miami-Dade County, Florida;

AND

A portion of Tract 10 of TOWNPARK SUBDIVISION 4, U.R PROJECT FLA. R-10, according to the plat thereof, as recorded in Plat Book 87, at page 52 of the Public Records of Miami-Dade County, Florida, being particularly described as follows:

Begin at the Southeast corner of said Tract 10; thence South 87°49'21" West along the South line of said Tract 10 for 170.98 feet; thence North 03°21'00" West for 70.02 feet; thence North 87°49'22" East for 50.98 feet; thence North 03°21'00" West for 125.60 feet; thence North 87°43'20" East for 120.00 feet to a point on the East line of the aforesaid Tract 10; thence South 03°21'00" East along the West right-of-way line of N.W. 3rd Avenue, the same being the East line of Tract 10 for 195.83 feet to the Point of Beginning.

EXHIBIT "C"**PROPERTY LEGAL DESCRIPTION**

ALL OF TRACTS 9 AND 10, "TOWNPARK SUBDIVISION 4 U.R. PROJECT FLORIDA R-10", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 87 AT PAGE 52 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; INCLUSIVE OF THAT PORTION OF SAID TRACT 10 RE-PLATTED AS TRACT "A", COURTSIDE APARTMENTS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 171 AT PAGE 71 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

SAID LAND LYING IN AND BEING IN SECTION 36, TOWNSHIP 53 SOUTH, RANGE 41 EAST, CITY OF MIAMI, MIAMI-DADE COUNTY, FLORIDA.

Exhibit "B"

Document prepared by:
Office of City Attorney
444 S.W. 2nd Avenue, Suite 945
Miami, FL 33130-1910

Return Recorded Copy to:
City of Miami
Office of Zoning, Attn.: Zoning
Administrator
444 S.W. 2nd Avenue, 2nd Floor
Miami, FL 33130-1910

Folio Nos: 01-3136-094-0010; 01-3136-094-0015
01-3136-064-0020; 01-3136-064-0010

Reserved for Recording

COVENANT IN LIEU OF UNITY OF TITLE

KNOW ALL MEN BY THESE PRESENT that the undersigned, Miami-Dade County, a political subdivision of the State of Florida (hereinafter, the “**County**”), and the Southeast Overtown/Park West Community Redevelopment Agency, a public agency and body corporate created pursuant to Section 163.356, Florida Statutes (hereinafter, the “**SEOPW CRA**”; and together with the County, the “**Parties**”), hereby make, declare, and impose on the land herein described, this Covenant in Lieu of Unity of Title (this “**Declaration**”), and the covenants running with the title to the land contained herein, which shall be binding on the County, the SEOPW CRA, and all of their respective heirs, grantees, successors, assigns, personal representatives, and upon all mortgagees, lessees, and all others presently or in the future claiming any interest in the Property (as defined herein), as described below.

WHEREAS, the County is the fee simple owner of the property under folio numbers 01-3136-094-0010; 01-3136-094-0015; 01-3136-064-0020, located in Miami, Florida more particularly described on Exhibit “A” attached hereto and incorporated herein (the “**County Property**”); and

WHEREAS, the SEOPW CRA is the fee simple owner of that certain property under Folio No. 01-3136-064-0010, located in Miami, Florida, more particularly described on Exhibit “B” attached hereto and incorporated herein (the “**SEOPW Property**”); and

WHEREAS, the County Property and the SEOPW Property are collectively referred to herein as the “**Property**”, as more particularly described on Exhibit “C” attached hereto and incorporated herein.

WHEREAS, the County and the SEOPW CRA are executing this Declaration to unify the Property solely for zoning purposes.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agrees as follows:

1. Recitals. The above recitals and findings set forth in the preamble of this Declaration are true and correct and are hereby adopted by reference and incorporated herein as if fully set forth in this Section.

2. Use of Property. The Parties hereby agree and declare that (i) for the purpose of this Declaration, the Property shall be considered as one plot and parcel of land, and (ii) so long as this instrument shall remain in effect, any and all conveyances or transfers of all or any portion of the Property by the Parties, their heirs, grantees, successors, assigns, or personal representatives shall be subject to the terms and restrictions of this Declaration as if any such heir, grantee, successor, assign, or personal representative were a party hereto or a signatory hereof, and no other purpose whatsoever. The SEOPW CRA shall retain all development rights attributable to the SEOPW Property. The County shall retain all development rights attributable to the County Property. For the avoidance of doubt, this Declaration does not, and shall not be deemed to, provide for the transfer of density, floor area, or any other development rights from the County Property to the SEOPW Property or from the SEOPW Property to the County Property.

3. Term of Declaration. The provisions of this Declaration shall become effective upon their recordation in the Public Records of Miami-Dade County, Florida, and shall continue in effect for a period of thirty (30) years after the date of such recordation, after which time they shall be extended automatically for successive periods of ten (10) years each, unless released in writing by the (i) then-owner(s) of the Property (or if any portion of the Property has been submitted to the condominium form of ownership, then by the association established to operate the condominium in lieu of all of the owners thereof) AND (ii) the Zoning Administrator and Directors of the Departments of Resilience and Public Works, Planning, and Building of the City of Miami, subject to the approval of the City Attorney as to legal form and correctness, or their respective designees or successors, upon the demonstration and affirmative finding that the same is no longer necessary to preserve and protect the Property for the purposes herein intended.

4. Covenant Running with the Land. This Declaration, once approved for legal form and sufficiency by the City Attorney, and accepted by the City of Miami, or the respective designees, shall run with the land and be binding upon the heirs, grantees, successors, personal representatives and assigns, and upon all owners, future owners, mortgagees, lessees and others presently or in the future having any interest in the Property.

5. Amendments, Modifications, Releases. The provisions of this Declaration may be amended, modified, or released by a written instrument executed by the (i) then-owner(s) of the Property (or if any portion of the Property has been submitted to the condominium form of ownership, then by the association established to operate the condominium in lieu of all of the owners thereof) and (ii) the Zoning Administrator and Directors of the Departments of Resilience and Public Works, Planning, and Building of the City of Miami, subject to the approval of the City Attorney as to legal form and correctness, or their respective designees or successors

upon the demonstration and affirmative finding that the Covenant is no longer necessary to preserve and protect the Property for the purposes herein intended. All amendments, modifications, or releases of this Declaration shall be executed in the manner enumerated in this section and shall be recorded in the Public Records of Miami-Dade County, Florida in order for the amendment, modification, or release to be valid and effective.

6. Termination. Subject to the terms of certain Ground Lease between the County and Mourning Family Foundation, Inc. f/k/a Alonso Mourning Charities, Inc (the “**Developer**”), dated December 19, 2008, which such lease has been amended by those certain Amendment to Ground Lease, dated December 13, 2012, Second Amendment to Ground Lease, dated August 26, 2013, Third Amendment to Ground Lease, dated October 23, 2013, Fourth Amendment to Ground Lease, dated November 28, 2016, and Fifth Amendment to Ground Lease, dated September 17, 2018 (collectively the “**Lease**”), in the event the Developer does not comply with the terms of the Lease, including but not limited to obtaining a building permit or Certificate of Occupancy as set forth therein, then the County shall have the right upon written notice to the City of Miami, the SEOPW CRA, and the Developer to terminate the Lease and this Covenant at the County’s sole discretion.

7. Inspection and Enforcement. It is understood and agreed that any official inspector of the City of Miami may have the right at any time during normal business hours to enter upon the Property for the purpose of investigating the use of the Property and for determining whether the conditions of this Declaration are being complied with. Enforcement of this Declaration shall be by action against the parties to this Declaration or persons violating or attempting to violate any covenants in this Declaration or the then owner(s) at the time the violation is committed. This enforcement provision shall be in addition to any other remedies available at law, in equity, or both. The violations may also be enforced by City Code, Chapter 2, Article X, titled Code Enforcement.

8. Severability. Invalidation of any of these covenants by judgment of a court shall not affect any of the other provisions, which shall remain in full force and effect.

9. Cumulative and Waiver. All rights, remedies and privileges granted herein shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to constitute an election of remedy, nor shall it preclude the party exercising the same from exercising such other additional rights, remedies, or privileges as may be available to it.

10. Declaration Binding on Subsequent Owners. The Parties to this Declaration and each of the subsequent owners shall be bound by the terms, provisions, and conditions of this Declaration. Further, except for sales to condominium owners, the Parties agree to execute and deliver, in recordable form, an instrument to be known as an "easement and operating agreement" which shall include, to the extent applicable, but is not limited to:

- (i) Easements in the common area of each parcel for ingress to and egress from the other parcels;
- (ii) Easements in the common area of each parcel for the passage

and parking of vehicles;

(iii) Easements in the common area of each parcel for the passage and accommodation of pedestrians;

(iv) Easements for access roads across the common area of each parcel to public and private roadways;

(v) Easements for the installation, use, operation, maintenance, repair, replacement, relocation, and removal of utility facilities in appropriate areas in each such parcel;

(vi) Easements on each such parcel for construction of buildings and improvements in favor of each such other parcel;

(vii) Easements upon each such parcel in favor of each adjoining parcel for the installation, use, maintenance, repair, replacement, and removal of common construction improvements such as footing, supports, and foundations;

(viii) Easements on each parcel for attachment of buildings;

(ix) Easements on each parcel for building overhangs and other overhangs and projections encroaching upon such parcel from adjoining parcel such as, by way of example, marquees, canopies, lights, lighting devices, awnings, wing walls, and the like;

(x) Appropriate reservation of rights to grant easements to utility companies;

(xi) Appropriate reservation of rights to road rights-of-way and curbcuts;

(xii) Easements in favor of each such parcel for pedestrian and vehicular traffic over dedicated private ring roads and access roads;

(xiii) Appropriate agreements between the owners of the several parcels as to the obligation to maintain and repair all private roadways, parking facilities, common areas, common facilities, and the like; and

The "Easement and Operating Agreement" shall be recorded by the County and a copy furnished to the Zoning Administrator and Directors of the Departments of Resilience and Public Works, Planning, and Building of the City of Miami, or their respective designees or successors. These instruments or portions may be waived if approved by each of the directors of Resilience and Public Works, Planning, and Building Departments, as well as the Office of

Zoning, or their respective designees, if the provisions are inapplicable to the subject Property. Such provision may be modified or amended by such parties (or the applicable association governing such parties) without approval or joinder by the directors, or their designees, if it will be constructed, conveyed and operated in accordance with an approved site plan for the Property.

11. Counterparts/Electronic Signature. This Declaration may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same Declaration.

12. Recordation. This Declaration will be e-recorded by the City of Miami, at the County's expense, in the public records of Miami-Dade County, Florida upon full execution.

**[Signature Page(s) to
Follow]**

Signed, witnessed, executed and acknowledged this ____ day of _____, 2023

WITNESSES:

MIAMI-DADE COUNTY, a political subdivision of the State of Florida

Print Name

By: _____
Mayor or Designee

Print Name

Attest:

JUAN FERNANDEZ-BARQUIN
Clerk of the Court and Comptroller

By: _____
Deputy Clerk

Date: _____

Approved as to form and legal sufficiency:

By: _____

— Terrence A. Smith
Assistant County Attorney

Attachment: File # 15050 - Exhibit B (15050 : 4/5ths Bid Waiver to Courtside Apartments)

WITNESSES:

Signature: _____
Print Name

Signature: _____
Print Name

SOUTHEAST OVERTOWN/PARK WEST
COMMUNITY REDEVELOPMENT
AGENCY, a public agency and body
corporate created pursuant to Section 163.356
Florida Statutes

By: _____
Name: James McQueen
Title: Executive Director

Approved for legal sufficiency;
By: _____

Attachment: File # 15050 - Exhibit B (15050 : 4/5ths Bid Waiver to Courtside Apartments)

STATE OF FLORIDA)
) SS
COUNTY OF)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ____ day of _____, 2023, by James McQueen, the Executive Director of SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY, a public agency and body corporate created pursuant to Section 163.356, Florida Statutes. Personally Known or Produced Identification .

Type of Identification Produced _____

Print or Stamp Name: _____
Notary Public, State of _____
Commission No.: _____
My Commission Expires: _____

Attachment: File # 15050 - Exhibit B (15050 : 4/5ths Bid Waiver to Courtside Apartments)

CITY OF MIAMI:

APPROVED AS TO LEGAL FORM
AND CORRECTNESS:

APPROVED:

VICTORIA MÉNDEZ, ESQ.
City Attorney

DANIEL S. GOLDBERG, ESQ.
Zoning Administrator

APPROVED:

APPROVED:

LAKISHA HULL
Planning Director

ASAEL MARRERO, RA, RID, AIA, ICC
Director
Building Department

APPROVED:

JUVENAL SANTANA, JR., P.E, CFM
Director
Department of Resilience and Public Works

Attachment: File # 15050 - Exhibit B (15050 : 4/5ths Bid Waiver to Courtside Apartments)

JOINDER AND CONSENT OF LENDER

The undersigned, CITIBANK, N.A. a national banking association, (“Mortgagee”) hereby certifies that Mortgagee is the holder of a mortgage, lien, or other encumbrance upon the Property described in the foregoing Easement and Operating Agreement (the “Agreement”), and that Mortgagee hereby joins in and consents to the Agreement and agrees that its mortgage, lien, or other encumbrance, which is recorded in Official Records Book 29552, Page 1513 of the Public Records of Miami-Dade County, Florida, shall be and hereby is subordinated to the Agreement.

Signed, sealed and delivered
in the presence of:

CITIBANK, N.A., a national banking corporation

Witness (print name): _____

By: _____
Name: _____
Title: _____

Witness (print name): _____

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of [] physical presence OR [] online notarization, this ____ day of _____, 2023, by _____ as _____ of _____ . [] Personally Known to me or [] Produced Identification.

Type of Identification Produced _____

Print or Stamp Name: _____
Notary Public, State of _____
Commission No.: _____
My Commission Expires: _____

Attachment: File # 15050 - Exhibit B (15050 : 4/5ths Bid Waiver to Courtside Apartments)

JOINDER BY MORTGAGEE

The undersigned, U.S. BANK TRUST COMPANY, a national association, as Trustee, under that certain Assignment of Security Instrument and Loan Documents (the "Mortgage") dated June 28, 2022, recorded in Official Records Book 33281, Page 1493, of the Public Records of Miami-Dade County, Florida, covering all/or a portion of the property described in the foregoing Agreement does hereby acknowledge that the terms of the Agreement are and shall be binding upon the undersigned and its successors in title.

IN WITNESS WHEREOF, these presents have been executed this ___ day of _____, 2023.

U.S. BANK TRUST COMPANY, a national association,
as Trustee

By: _____
Name: _____
Title: _____
Address:
[lender address]

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of [] physical presence OR [] online notarization, this ___ day of _____, 2023, by _____ as _____ of _____ . [] Personally Known to me or [] Produced Identification.

Type of Identification Produced _____

Print or Stamp Name: _____
Notary Public, State of _____
Commission No.: _____
My Commission Expires: _____

JOINDER BY MORTGAGEE

Attachment: File # 15050 - Exhibit B (15050 : 4/5ths Bid Waiver to Courtside Apartments)

The undersigned, Affordable Lending Company, LLC, as Mortgagee under that certain Leasehold Mortgage and Security Agreement and Assignment of Leases (the "Mortgage") dated March 24, 2015, recorded in Official Records Book 29552, Page 1519, of the Public Records of Miami-Dade County, Florida, covering all/or a portion of the property described in the foregoing Agreement does hereby acknowledge that the terms of the Agreement are and shall be binding upon the undersigned and its successors in title.

IN WITNESS WHEREOF, these presents have been executed this ___ day of _____, 2023.

Affordable Lending Company, LLC

By: _____
Name: _____
Title: _____
Address: _____
[lender address]

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of [] physical presence OR [] online notarization, this ___ day of _____, 2023, by _____ as _____ of _____ . [] Personally Known to me or [] Produced Identification.

Type of Identification Produced _____

Print or Stamp Name: _____
Notary Public, State of _____
Commission No.: _____
My Commission Expires: _____

Attachment: File # 15050 - Exhibit B (15050 : 4/5ths Bid Waiver to Courtside Apartments)

JOINDER BY MORTGAGEE

The undersigned, **Miami-Dade County**, as Mortgagee under that certain Leasehold Multifamily Mortgage, Assignment of Rents, Security Agreement and Fixture Filing (the "Mortgage") dated March 24, 2015, recorded in Official Records Book 29552, Page 1432, of the Public Records of Miami-Dade County, Florida, covering all/or a portion of the property described in the foregoing Agreement does hereby acknowledge that the terms of the Agreement are and shall be binding upon the undersigned and its successors in title.

IN WITNESS WHEREOF, these presents have been executed this ___ day of _____, 2023.

Miami-Dade County, a political subdivision of the State of Florida

By: _____
Name: _____
Title: _____
Address: _____
[lender address]

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of [] physical presence OR [] online notarization, this ___ day of _____, 2023, by _____ as _____ of _____ . [] Personally Known to me or [] Produced Identification.

Type of Identification Produced _____

Print or Stamp Name: _____
Notary Public, State of _____
Commission No.: _____
My Commission Expires: _____

Attachment: File # 15050 - Exhibit B (15050 : 4/5ths Bid Waiver to Courtside Apartments)

JOINDER BY LESSEE

The undersigned, Mourning Family Foundation, Inc., as Lessee under that certain Ground Lease (the "Ground Lease") dated March 24, 2015, recorded in Official Records Book 29552, Page 1320, of the Public Records of Miami-Dade County, Florida, covering all/or a portion of the property described in the foregoing Agreement does hereby acknowledge that the terms of the Agreement are and shall be binding upon the undersigned and its successors in title.

WITNESSES:

LESSEE

Signature

Mourning Family Foundation, Inc, a
Florida corporation, f/k/a Alonzo
Mourning Charities, Inc.

Print Name

Signature

By: _____
Name: _____
Title: _____

Print Name

STATE OF FLORIDA)
)
) SS
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____, 2023 by _____ as _____ of Mourning Family Foundation, Inc, a Florida corporation, f/k/a Alonzo Mourning Charities, Inc., on behalf of such corporation, and who is personally known to me or who has produced _____ as identification and who executed the foregoing instrument and acknowledged the execution thereof to be his free act and deed as such officer for the purposes therein expressed and who did (did not) take an oath.

Witness my signature and official seal this ___ day of _____, A.D., 2023.

Notary Public, State of Florida

My Commission Expires:

Attachment: File # 15050 - Exhibit B (15050 : 4/5ths Bid Waiver to Courtside Apartments)

JOINDER BY SUB-LESSEE

The undersigned, AMC HTG 1, Ltd., as Sub-lessee under that certain Sublease Agreement (the "Sublease Agreement") dated March 24, 2015, recorded in Official Records Book 29552, Page 1325, of the Public Records of Miami-Dade County, Florida, covering all/or a portion of the property described in the foregoing Agreement does hereby acknowledge that the terms of the Agreement are and shall be binding upon the undersigned and its successors in title.

WITNESSES:

SUB-LESSEE

Signature

AMC HTG 1, Ltd., a Florida limited liability partnership

Print Name

By: AMC HTG 1 GP, LLC., a Florida Limited Liability Company, its Managing General Partner

Signature

By: _____

Print Name

Name: _____

Title: _____

STATE OF FLORIDA)
) SS

COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____, 2023 by _____ as _____ of AMC HTG 1 GP, LLC., a Florida limited liability company, as Managing General Partner of AMC HTG 1, Ltd., a Florida limited liability partnership, and who is personally known to me or who has produced _____ as identification and who executed the foregoing instrument and acknowledged the execution thereof to be his free act and deed as such officer for the purposes therein expressed and who did (did not) take an oath.

Witness my signature and official seal this ___ day of _____, A.D., 2023.

Notary Public, State of Florida

My Commission Expires:

Attachment: File # 15050 - Exhibit B (15050 : 4/5ths Bid Waiver to Courtside Apartments)

EXHIBIT "A"**COUNTY PROPERTY LEGAL DESCRIPTION**

ALL OF TRACT 10, "TOWNPARK SUBDIVISION 4 U.R. PROJECT FLORIDA R-10", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 87 AT PAGE 52 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; INCLUSIVE OF THAT PORTION OF SAID TRACT 10 RE-PLATTED AS TRACT "A", COURTSIDE APARTMENTS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 171 AT PAGE 71 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

LESS AND EXCEPT THEREFROM THAT PORTION OF TRACT 10 CONVEYED FROM THE CITY OF MIAMI TO THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY IN OFFICIAL RECORDS BOOK 28222 AT PAGE 4315, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

SAID LAND LYING IN AND BEING IN SECTION 36, TOWNSHIP 53 SOUTH, RANGE 41 EAST, CITY OF MIAMI, MIAMI-DADE COUNTY, FLORIDA.

EXHIBIT "B"**SEOPW PROPERTY LEGAL DESCRIPTION**

TRACT 9 OF TOWNPARK SUBDIVISION 4, U.R PROJECT FLA. R-10, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 87, AT PAGE 52 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA;

AND

A PORTION OF TRACT 10 OF TOWNPARK SUBDIVISION 4, U.R PROJECT FLA. R-10, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 87, AT PAGE 52 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, BEING PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF SAID TRACT 10; THENCE SOUTH 87°49'21" WEST ALONG THE SOUTH LINE OF SAID TRACT 10 FOR 170.98 FEET; THENCE NORTH 03°21'00" WEST FOR 70.02 FEET; THENCE NORTH 87°49'22" EAST FOR 50.98 FEET; THENCE NORTH 03°21'00" WEST FOR 125.60 FEET; THENCE NORTH 87°43'20" EAST FOR 120.00 FEET TO A POINT ON THE EAST LINE OF THE AFORESAID TRACT 10; THENCE SOUTH 03°21'00" EAST ALONG THE WEST RIGHT-OF-WAY LINE OF N.W. 3RD AVENUE, THE SAME BEING THE EAST LINE OF TRACT 10 FOR 195.83 FEET TO THE POINT OF BEGINNING.

EXHIBIT "C"**PROPERTY LEGAL DESCRIPTION**

ALL OF TRACTS 9 AND 10, "TOWNPARK SUBDIVISION 4 U.R. PROJECT FLORIDA R-10", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 87 AT PAGE 52 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; INCLUSIVE OF THAT PORTION OF SAID TRACT 10 RE-PLATTED AS TRACT "A", COURTSIDE APARTMENTS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 171 AT PAGE 71 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

SAID LAND LYING IN AND BEING IN SECTION 36, TOWNSHIP 53 SOUTH, RANGE 41 EAST, CITY OF MIAMI, MIAMI-DADE COUNTY, FLORIDA.

**SOUTHEAST OVERTOWN/PARK WEST
COMMUNITY REDEVELOPMENT AGENCY
INTER-OFFICE MEMORANDUM**

To: Board Chair Christine King and Members of the CRA Board Date: November 8, 2023 File: 15051



Subject: 4/5ths Bid Waiver to The Historic Saint Agnes Episcopal Church of Miami, Inc.

From: James McQueen
Executive Director

Enclosures: File # 15051 - Bid Waiver Memo
File # 15051 - Notice To The Public
File # 15051 - Backup

BACKGROUND:

A Resolution of the Board of Commissioners of the Southeast Overtown/Park West Community Redevelopment Agency (“SEOPW CRA”), by a four-fifths (4/5ths) affirmative vote, after an advertised public hearing, ratifying, approving, and confirming the Executive Director’s recommendation and finding that competitive negotiation methods and procedures are not practicable or advantageous pursuant to sections 18-85 and 18-86 of the code of the City of Miami, Florida, as amended, as adopted by the SEOPW CRA; waiving the requirements for competitive sealed bidding as not being practicable or advantageous to the SEOPW CRA; authorizing the allocation of grant funds in an amount not to exceed One Million One Hundred Eighty Thousand Dollars and Zero Cents (\$1,180,000.00) (“Funds”), to support The Historic Saint Agnes Episcopal Church of Miami, Inc., a Florida not-for-profit corporation (“St. Agnes”) located at 1750 N.W. 3rd Avenue, Miami, Florida 33136 (the “Property”), to provide rehabilitation and preservation to the property. St. Agnes has requested Funds from the SEOPW CRA to install a roof, heating, ventilation, and air conditioning systems, construct new restrooms, general repairs, and update to the electrical and plumbing systems (“Purpose”).

JUSTIFICATION:

Section 2, Goal 1 on of the 2018 Southeast Overtown/Park West Community Redevelopment Plan Update (“Plan”) lists the “preserv[ation of] historic buildings and community heritage” as a stated redevelopment goal.

Section 2, Principle 8 of the Plan states that “[o]lder buildings that embody the area’s cultural past must be restored” as a stated redevelopment principle.

On August 24, 2007, the City of Miami, acting as General Counsel to the SEOPW CRA, issued Formal Legal Opinion No. 07-014, opining that the SEOPW CRA may use TIF funds to repair or renovate churches within the redevelopment area for the purpose of improving the community.

FUNDING:

\$1,180,000.00 to be derived from the SEOPW Tax Increment Fund, entitled "Other Grants and Aids,"
Account Code No. 10050.920101.883000.0000.00000.

FACT SHEET:

Company name: The Historic Saint Agnes Episcopal Church of Miami, Inc.

Address: 1750 N.W. 3rd Avenue, Miami, Florida 33136

Funding request: \$1,180,000.00

Scope of work or services (Summary): For the installation of a roof, heating, ventilation, and air conditioning systems, construction of a new restroom, general repairs, update electrical and plumbing system.

**AGENDA ITEM
FINANCIAL INFORMATION FORM**

SEOPW CRA

CRA Board Meeting Date: **November 16, 2023**

CRA Section:

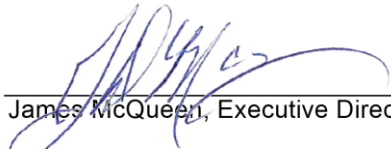
Brief description of CRA Agenda Item:

Authorizing the allocation of funds in an amount not to exceed \$1,180,000.00, to support The Historic Saint Agnes Episcopal Church of Miami, Inc. to provide rehabilitation and preservation to the property.

Project Number (if applicable):		
YES, there are sufficient funds in Line Item:		
Account Code: <u>10050.920101.883000.0000.00000</u> Amount: <u>\$1,180,000.00</u>		
NO (Complete the following source of funds information):		
Amount budgeted in the line item:		\$
Balance in the line item:		\$
Amount needed in the line item:		\$
Sufficient funds will be transferred from the following line items:		
ACTION	ACCOUNT NUMBER	TOTAL
Project No./Index/Minot Object		
From		\$
To		\$
From		\$
To		\$

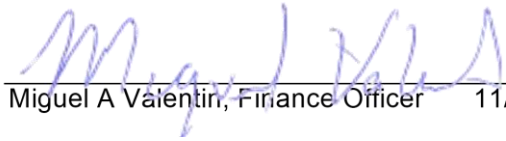
Comments:

Approved by:



James McQueen, Executive Director 11/8/2023

Approval:



Miguel A Valentin, Finance Officer 11/8/2023



Southeast Overtown/Park West Community Redevelopment Agency

File Type: CRA Resolution

Enactment Number:

File Number: 15051

Final Action Date:

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY (“SEOPW CRA”), BY A FOUR-FIFTHS (4/5THS) AFFIRMATIVE VOTE, AFTER AN ADVERTISED PUBLIC HEARING, RATIFYING, APPROVING AND CONFIRMING THE EXECUTIVE DIRECTOR’S RECOMMENDATION AND FINDING THAT COMPETITIVE NEGOTIATION METHODS AND PROCEDURES ARE NOT PRACTICABLE OR ADVANTAGEOUS PURSUANT TO SECTIONS 18-85 OF THE CODE OF THE CITY OF MIAMI, FLORIDA, AS AMENDED, AS ADOPTED BY THE SEOPW CRA; WAIVING THE REQUIREMENTS FOR COMPETITIVE SEALED BIDDING AS NOT BEING PRACTICABLE OR ADVANTAGEOUS TO THE SEOPW CRA; AUTHORIZING THE EXECUTIVE DIRECTOR TO DISPERSE FUNDS, AT HIS DISCRETION, ON A REIMBURSEMENT BASIS OR DIRECTLY TO VENDORS, UPON PRESENTATION OF INVOICES AND SATISFACTORY DOCUMENTATION, SUBJECT TO THE AVAILABILITY OF FUNDING, FROM THE “GRANTS AND AIDS” ACCOUNT NO. 10050.920101.883000.0000.00000, IN AN AMOUNT TO NOT EXCEED ONE MILLION ONE HUNDRED EIGHTY THOUSAND DOLLARS AND ZERO CENTS (\$1,180,000.00) (“FUNDS”) TO THE HISTORIC SAINT AGNES EPISCOPAL CHURCH OF MIAMI, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION (“ST. AGNES”), LOCATED AT 1750 N.W. 3RD AVENUE, MIAMI, FLORIDA 33136 (THE “PROPERTY”); TO PROVIDE REHABILITATION AND PRESERVATION TO THE PROPERTY (“PURPOSE”); FURTHER AUTHORIZING THE EXECUTIVE DIRECTOR TO NEGOTIATE AND EXECUTE AN AGREEMENT, INCLUDING ANY AND ALL DOCUMENTS NECESSARY, ALL IN FORMS ACCEPTABLE TO THE GENERAL COUNSEL FOR THE ALLOCATION OF FUNDS FOR THE PURPOSE STATED HEREIN; SUBJECT TO THE AVAILABILITY OF FUNDING PROVIDING FOR INCORPORATION OF RECITALS, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Southeast Overtown/Park West Community Redevelopment Agency (“SEOPW CRA”) is a community redevelopment agency created pursuant to Chapter 163, Florida Statutes, and is responsible for carrying out community redevelopment activities and projects within its redevelopment area in accordance with the 2018 Southeast Overtown/Park West Redevelopment Plan Update (the “Plan”); and

WHEREAS, Goal 1 of the Plan, is to “preserve historic buildings and cultural heritage; and

WHEREAS, Principle 8 of the Plan provides that, “older buildings that embody the area’s cultural past should be restored;” and .

WHEREAS, on August 24, 2007, the City of Miami, acting as General Counsel to the SEOPW CRA, issued Formal Legal Opinion No. 07-014, opining that the SEOPW CRA may use TIF funds to repair or renovate churches within the redevelopment area for the purpose of improving the community; and

WHEREAS, The Historic Saint Agnes Episcopal Church of Miami, Inc., a Florida not for profit corporation (“St. Agnes”) located at 1750 N.W. 3rd Avenue, Miami, Florida 33136 (the “Property”) has requested funds from the SEOPW CRA to complete various repairs which include but are not limited to, roofing, heating, ventilation, air conditioning systems, and update the electrical and plumbing system (“Purpose”); and

WHEREAS, the Board of Commissioners wishes to authorize funding in an amount not to exceed One Million One Hundred Eighty Thousand Dollars and Zero Cents (\$1,180,000.00) (“Funds”) to St. Agnes rehabilitation and preservation repairs to the Property as stated herein; and

WHEREAS, the Board of Commissioners finds that authorizing this Resolution would further the SEOPW CRA redevelopment goals and objectives; and

WHEREAS, based on the recommendation and findings of the Executive Director, it is in the SEOPW CRA’s best interest for the Board of Commissioners to authorize, by an affirmative four-fifths (4/5ths) vote, a waiver of competitive sealed bidding procedures pursuant to Section 18-85 of the Code of the City of Miami, Florida, as amended (“City Code”), as adopted by the SEOPW CRA, and to authorize the Executive Director to negotiate and execute any and all agreements necessary, all in forms acceptable to the General Counsel, with St. Agnes for provision of grant funds in an amount not to exceed One Million One Hundred Eighty Thousand Dollars and Zero Cents (\$1,180,000.00) subject to the availability of funds;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MIAMI, FLORIDA:

Section 1. The recitals and findings contained in the Preamble to this Resolution are adopted by reference and incorporated herein as if fully set forth in this Section.

Section 2. By a four-fifths (4/5th) affirmative vote, after an advertised public hearing, the Executive Director’s recommendation and written findings that competitive negotiation methods and procedures are not practicable or advantageous to the SEOPW CRA, pursuant to Section 18-85 of the City Code, as adopted by the SEOPW CRA, and waiving the requirements for said procedures is ratified, approved, and confirmed.

Section 3. The Executive Director is hereby authorized to disperse funds, at his discretion, on a reimbursement basis or directly to vendors, upon presentation of invoices and satisfactory documentation from the Grants and Aids Account No. 10050.920101.883000.0000.00000 to St. Agnes for the Property for the Purpose stated herein.

Section 4. The Executive Director is authorized to negotiate and execute an agreement, including any and all necessary documents, and all-in forms acceptable to the General Counsel, for said Purpose.

Section 5. Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent may be authorized by the Executive Director, or the

Executive Director's designee, without need of public hearing, by filing a corrected copy of same with the City of Miami City Clerk.

Section 6. This Resolution shall become effective immediately upon its adoption.

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:


Vincent T. Brown, Staff Counsel 11/8/2023

**SOUTHEAST OVERTOWN/PARK WEST
COMMUNITY REDEVELOPMENT AGENCY
4/5ths RECOMMENDATION INTER-OFFICE MEMORANDUM**

To: Board Chair Christine King and
Members of the SEOPW CRA Board

Date: November 16, 2023

File:

Subject: Request to waive competitive sealed bidding methods pursuant to City Code 18-85(a) to The Historic Saint Agnes Episcopal Church of Miami, Inc.

From: James McQueen
Executive Director

References:

Enclosures:

BACKGROUND:

A Resolution of the Board of Commissioners of the Southeast Overtown/Park West Community Redevelopment Agency ("SEOPW CRA"), by a four-fifths (4/5ths) affirmative vote, after an advertised public hearing, ratifying, approving and confirming the Executive Director's recommendation and finding that competitive negotiation methods and procedures are not practicable or advantageous pursuant to sections 18-85 and 18-86 of the code of the City of Miami, Florida, as amended, as adopted by the SEOPW CRA; waiving the requirements for competitive sealed bidding as not being practicable or advantageous to the SEOPW CRA; authorizing the allocation of grant funds in an amount not to exceed One Million One Hundred Eighty Thousand Dollars and Zero Cents (\$1,180,000.00) ("Funds"), to support The Historic Saint Agnes Episcopal Church of Miami, Inc., is a Florida not-for-profit corporation ("St. Agnes") located at 1750 N.W. 3rd Avenue, Miami, Florida 33136 (the "Property"). St. Agnes has requested Funds from the SEOPW CRA to install a roof, heating, ventilation, and air conditioning systems, construct new restrooms, general repairs, and update to the electrical and plumbing systems ("Purpose").

RECOMMENDATION:

In light of the above stated, approval of a waiver of the formal requirements of competitive sealed bidding methods as not being practicable or advantageous to the Southeast Overtown/Park West Community Redevelopment Agency as set forth in the City Code of Ordinances, as amended, specifically Section 18-85 (A), and the affirmation of these written findings and the forwarding the same to the Board of Commissioners of the Southeast Overtown/Park West Community Redevelopment Agency by a four fifths vote is respectfully requested.

APPROVED


James McQueen, Executive Director

Southeast Overtown/Park West Community Redevelopment Agency

NOTICE OF PUBLIC HEARING

The Board of Commissioners (“Board”) of the Southeast Overtown/ Park West Community Redevelopment Agency (“SEOPW CRA”) will hold a Public Hearing on Thursday, November 16, 2023, at 10:00 a.m. or anytime thereafter in the City Commission chambers located at Miami City Hall, 3500 Pan American Drive, Miami, FL 33133. The Board will consider the allocation of funding to **The Historic Saint Agnes Episcopal Church of Miami, Inc.**, located at 1750 N.W. 3rd Avenue, Miami, Florida 33136 (the “Property”).

In accordance with the SEOPW CRA 2018 Redevelopment Plan Update (“Plan”) and Florida Statutes 163, the Board will consider the allocation of funding, in an amount not to exceed One Million One Hundred Eighty Thousand Dollars and Zero Cents (\$1,180,000.00) (“Funds”), to underwrite costs associated with installing a roof, heating, ventilation, and air conditioning systems, construct new restrooms, general repairs, and updates to the electrical and plumbing systems (“Purpose”).

Inquiries regarding this notice may be addressed to James McQueen, Executive Director, SEOPW CRA, at (305) 679-6800.

This action is being considered pursuant to Sections 18-85 (a) of the Code of the City of Miami, Florida as amended (“Code”). The recommendation and findings to be considered in this matter are set forth in the proposed resolution and in Code Sections 18-85 (a), which are deemed to be incorporated by reference herein, and are available as with the scheduled SEOPW CRA Board meeting on Thursday, November 16, 2023, at 10:00 a.m. or anytime thereafter in the City Commission chambers located at Miami City Hall, 3500 Pan American Drive, Miami, FL 33133.

All comments and questions with respect to the meeting and remote public participation should be addressed to James McQueen, Executive Director, at 819 N.W. 2nd Avenue, 3rd Floor, Miami Florida 33136 (305) 679-6800. Should any person desire to appeal any decision of the Board with respect to any matter considered at this meeting, that person shall ensure that a verbatim record of the proceedings is made, including all testimony and evidence upon which any appeal may be based (F.S. 286.0105).

In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodations to participate in this proceeding may contact the Office of the City Clerk at (305) 250-5361 (Voice), not later than two (2) business days prior to the proceeding. TTY users may call 711 (Florida Relay Service), not later than two (2) business days prior to the proceeding.



Todd B. Hannon
Clerk of the Board
Ad No. 41123



HC&E GROUP, INC.

CONSTRUCTION PROPOSAL / CONTRACT



Between the Owner: **THE HISTORIC ST. AGNES EPISCOPAL CHURCH**
1750 NW 3rd Avenue
Miami, FL 33136

And the Contractor: **HC&E Group, Inc.**
11946 NW 12th Street
Pembroke Pines, FL 33026
786-302-4734

For the Project located at: **1750 NW 3rd Avenue**
Miami, FL 33136

Attachment: File # 15051 - Backup (15051 : 4/5ths Bid Waiver to The Historic Saint Agnes Episcopal Church of Miami, Inc.)

August 3, 2023

THE HISTORIC ST. AGNES EPISCOPAL CHURCH

1750 NW 3rd Avenue
Miami, FL 33136

RE: St. Agnes Rehabilitation Project

Dear Owner:

We are pleased to submit this proposal for construction services on the above referenced project located in Miami, Florida. HC&E Group, Inc. will perform the work outlined below:

MECHANICAL

- Furnish and install two (2) new 20 Ton HVAC system, two (2) Mini-Split A/C systems and the new HVAC System for the Bathroom Addition as shown on the Mechanical Plans by Hyde Park Architects.
- Furnish and install new refrigerant lines and covers, drain lines, exhaust fans, duct work, and A/C stands as necessary.
- Furnish and install new metal cage(s) for condenser units on ground floor, as necessary.
- No other mechanical work included in this proposal.

ELECTRICAL

- Furnish and install new Electrical system as shown on the Mechanical Plans by Hyde Park Architects (including all new wiring, electric boxes, plugs, breakers, conduits, disconnect boxes, etc. to service new restroom addition).
- No other electrical work is included in this proposal.

PLUMBING

- Furnish and install new Plumbing system as shown on the Plumbing Plans by Hyde Park Architects.
- Furnish and install three (3) new toilets, two (2) new wall hung lavatories, four (4) new faucets, one (1) new water heater, and ancillary piping.
- No other plumbing work is included in this proposal.

BATHROOM ADDITION

- Furnish and install all items needed to construct the new bathroom addition as shown on the Architectural Plans by Hyde Park Architects.
- Install new metal stair railings as shown on plans.
- No other Bathroom Addition work is included in this proposal.

ROOF

This scope of work is for the Fellowship Hall, Classroom Building and Pastoral Office:

- Remove existing roof covering to expose existing sheathing.
- Replace existing sheathing as necessary.
- Install new roof covering (i.e. – asphaltic shingles).
- No other roof work is included in this proposal.

FELLOWSHIP HALL INTERIOR RENOVATION

- Remove and replace existing acoustical ceiling tiles. Repair existing metal ceiling grid as necessary.
- Furnish and install new baseboards, interior doors, door trims and exterior metal doors.
- Restore terrazzo floor.
- Repair existing drywall on walls, as necessary.
- Paint walls and ceiling with colors to be determined by the owner.
- Renovate existing bathrooms.
- No other Fellowship Hall Interior Renovation work is included in this proposal.

CLASSROOM BUILDING INTERIOR RENOVATION

- Furnish and install new flooring, baseboards, interior doors, door trims and exterior metal doors.
- Repair existing drywall on walls and ceilings as necessary.
- Paint walls and ceiling with colors to be determined by the owner.
- Renovate existing bathrooms.
- No other Classroom Building Interior Renovation work is included in this proposal.

PARKING LOT IMPROVEMENTS

- Remove and replace damaged concrete wheel stops, as necessary.
- Mill $\frac{3}{4}$ " of existing asphalt parking lot surface and resurface with $\frac{3}{4}$ " lift of asphalt.
- Restripe newly paved parking lot with latex paint.
- Install new signage, as necessary.
- No other Parking Lot Improvements work is included in this proposal.

ARCHITECTURAL & ENGINEERING PLANS

- Coordinate the preparation of architectural plans for the Bathroom Addition, and all other Bathroom Remodeling.
- Coordinate the preparation of engineering plans for water and sewer utility work on NW 3rd Avenue, parking lot improvements, and all structural mitigation work on the main church building.
- No other Architectural and Engineering Plan work are included in this proposal.

CONCRETE RESTORATION

- Identify and repair all existing structural cracks on church building interior and exterior.
- No other Concrete Restoration work is included in this proposal.

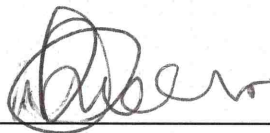
A. Exclusions:


- Environmental services (i.e. – mold, lead, asbestos abatement, or remediation).
- Security or police services.
- No other construction services not specified herein.

THE HISTORIC ST. AGNES EPISCOPAL CHURCH shall pay HC&E Group, Inc. for the performance of completed work, as authorized and outlined by this agreement. The base bid is One Million One Hundred and Eighty Thousand Dollars, (\$1,180,000.00).

B. Notes:

- 1. HC&E Group, Inc. will furnish all the labor and material necessary to complete the alterations and improvements described in herein.
- 2. Match existing textures and colors as close as possible.
- 3. This proposal is based upon the observation of conditions. Conditions which could not be known by a reasonable inspection, such as termite damage, hidden water damage, hidden code violations, or other concealed conditions, may require extra labor or materials.

Date: 8/04/2023 Signature: 
Owner

Date: 8/03/2023 Signature: 
HC&E Group, Inc.

cc: File

Attachment: File # 15051 - Backup (15051 : 4/5ths Bid Waiver to The Historic Saint Agnes Episcopal Church of Miami, Inc.)



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Profit Corporation
HC&E GROUP, INC.

Filing Information

Document Number	P08000049076
FEI/EIN Number	45-0595730
Date Filed	05/15/2008
Effective Date	05/14/2008
State	FL
Status	ACTIVE

Principal Address

11946 NW 12TH STREET
PEMBROKE PINES, FL 33026

Changed: 04/27/2011

Mailing Address

11946 NW 12TH STREET
PEMBROKE PINES, FL 33026

Changed: 04/27/2011

Registered Agent Name & Address

NETTO, GREGORY I
11946 NW 12TH STREET
PEMBROKE PINES, FL 33026

Officer/Director Detail

Name & Address

Title President

NETTO, GREGORY I
11946 NW 12TH STREET
PEMBROKE PINES, FL 33026

Title Secretary, Treasurer

Netto, Sharon Ziadie

Attachment: File # 15051 - Backup (15051 : 4/5ths Bid Waiver to The Historic Saint Agnes Episcopal Church of Miami, Inc.)



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

NETTO, GREGORY IAN

HC&E GROUP INC
11946 NW 12TH STREET
PEMBROKE PINES FL 33026

LICENSE NUMBER: CGC1515371

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Attachment: File # 15051 - Backup (15051 : 4/5ths Bid Waiver to The Historic Saint Agnes Episcopal

2:18 5G 76%

ONLINE SERVICES

- Apply for a License
- Verify a Licensee
- View Food & Lodging Inspections
- File a Complaint
- Continuing Education Course Search
- View Application Status
- Find Exam Information
- Unlicensed Activity Search
- AB&T Delinquent Invoice & Activity List Search

LICENSEE SEARCH OPTIONS 2:18:29 PM 9/28/2023

Data Contained In Search Results Is Current As Of 09/28/2023 02:17 PM.

Search Results - 3 Records

Please see our [glossary of terms](#) for an explanation of the license status shown in these search results.
For additional information, including any complaints or discipline, click on the name.

License Type	Name	Name Type	License Number/ Rank	Status/Expires
Professional Engineer	NETTO, GREGORY I	Primary	60197 Prof Engineer	Current, Active 02/28/2025
Main Address*: 11946 NW 12TH STREET PEMBROKE PINES, FL 33026 Mailing Address*: 11946 NW 12TH STREET PEMBROKE PINES, FL 33026				
Engineering Intern	NETTO, GREGORY I	Primary	1100004544 Eng Intern	Current
Main Address*: 11946 NW 12TH STREET PEMBROKE PINES, FL 33026				
Certified General Contractor	NETTO, GREGORY IAN	Primary	CGC1515371 Cert General	Current, Active 08/31/2024
Main Address*: 11946 NW 12TH STREET PEMBROKE PINES, FL 33026				

Back New Search

2:21 5G 75%

ONLINE SERVICES

- Apply for a License
- Verify a Licensee
- View Food & Lodging Inspections
- File a Complaint
- Continuing Education Course Search
- View Application Status
- Find Exam Information
- Unlicensed Activity Search
- AB&T Delinquent Invoice & Activity List Search

LICENSEE SEARCH OPTIONS

Please see our [glossary of terms](#) for an explanation of the license status shown in these search results.
For additional information, including any complaints or discipline, click on the name.

License Type	Name	Name Type	License Number/ Rank
Certified General Contractor	HC&E GROUP INC	DBA	CGC1515371 Cert General
Main Address*: 11946 NW 12TH STREET PEMBROKE PINES, FL 33026			
Certified General Contractor	NETTO, GREGORY IAN	Primary	CGC1515371 Cert General
Main Address*: 11946 NW 12TH STREET PEMBROKE PINES, FL 33026			

* denotes

Attachment: File # 15051 - Backup (15051 : 4/5ths Bid Waiver to The Historic Saint Agnes Episcopal Church of Miami, Inc.)

SEOPW Board of Commissioners Meeting
November 16, 2023

SOUTHEAST OVERTOWN/PARK WEST
COMMUNITY REDEVELOPMENT AGENCY
INTER-OFFICE MEMORANDUM

To: Board Chair Christine King and Members of the CRA Board Date: November 8, 2023 File: 15052



From: James McQueen
Executive Director

Subject: 4/5ths Bid Waiver to Human Resources of Miami, Inc.

Enclosures: File # 15052 - Bid Waiver Memo
File # 15052 - Notice To The Public
File # 15052 - Backup

BACKGROUND:

A Resolution of the Board of Commissioners of the Southeast Overtown/Park West Community Redevelopment Agency (“SEOPW CRA”) by a four-fifths (4/5ths) affirmative vote, after an advertised public hearing, ratifying, approving, and confirming the Executive Director’s recommendation and finding that competitive negotiation methods and procedures are not practicable or advantageous pursuant to sections 18-85 and 18-86 of the code of the City of Miami, Florida, as amended, as adopted by the SEOPW CRA; waiving the requirements for competitive sealed bidding as not being practicable or advantageous to the SEOPW CRA; authorizing the allocation of grant funds in an amount not to exceed Five Hundred Forty Four Thousand Three Hundred Five Dollars and Eighty One Cents (\$544,305.81) (“Funds”), ratifying additional funds expensed in August 2023 – September 2023 to support Human Resources of Miami, Inc., a Florida Profit Corporation (“HRM”) from October 1, 2023 – September 30, 2024 (“Term”). HRM has requested Funds from the SEOPW CRA for the anti-littering services that will contribute to the development of economic growth, cultural enrichment, provide landscaping maintenance, job training and employment opportunities within the Redevelopment Area (the “Purpose”).

JUSTIFICATION:

Pursuant to Section 163.340(9) of the Florida Statutes “community redevelopment...means undertakings, activities, or projects...in a community redevelopment area for the elimination and prevention of the development or spread of slums and blight.”

Section 2, Goal 4 of the 2018 Southeast Overtown/Park West Community Redevelopment Agency Plan (the “Plan”) lists the “creati[on of] jobs within the community...” as a stated redevelopment goal.

Section 2, Goal 6 of the Plan, lists the “[i]mprove[ment of] the [q]uality of [l]ife for residents” as a stated redevelopment goal.

Section 2, Principle 4 of the Plan provides “that employment opportunities be made available to existing residents . . .” as a stated redevelopment principle. Section 2, Principle 10, of the Plan also lists “[m]aintenance of public streets and spaces must occur” as a stated redevelopment principle.

FUNDING:

\$544,305.81 allocated from SEOPW “Other Grants and Aids” Account No. 10050.920101.883000.0000.00000.

FACT SHEET:

Company name: Human Resources of Miami, Inc.

Address: 915 N.W. 1st Avenue, Bay 3A, Miami, FL 33136

Number of participants: 14

Funding request: \$544,305.81

Term: October 1, 2023 – September 30, 2024

Age range of participants: Ages 18 - 60

Scope of work or services (Summary): Provide enhanced street level maintenance services and on the job training opportunities for the residents within the Redevelopment Area.

**AGENDA ITEM
FINANCIAL INFORMATION FORM**

SEOPW CRA

CRA Board Meeting Date: **November 16, 2023**

CRA Section:

Brief description of CRA Agenda Item:

Ratifying additional funds expensed in August 2023-September 2023, to support Human Resources of Miami, Inc., and requesting additional funds for the anti-littering service in an amount not to exceed \$544,305.81.

Project Number (if applicable):		
YES, there are sufficient funds in Line Item:		
Account Code: <u>10050.920101.883000.0000.00000</u> Amount: <u>\$544,305.81.</u>		
NO (Complete the following source of funds information):		
Amount budgeted in the line item:		\$
Balance in the line item:		\$
Amount needed in the line item:		\$
Sufficient funds will be transferred from the following line items:		
ACTION	ACCOUNT NUMBER	TOTAL
Project No./Index/Minot Object		
From		\$
To		\$
From		\$
To		\$

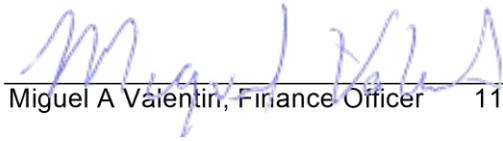
Comments:

Approved by:



James McQueen, Executive Director 11/8/2023

Approval:



Miguel A Valentin, Finance Officer 11/8/2023



Southeast Overtown/Park West Community Redevelopment Agency

File Type: CRA Resolution

Enactment Number:

File Number: 15052

Final Action Date:

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY (“SEOPW CRA”), BY A FOUR-FIFTHS (4/5THS) AFFIRMATIVE VOTE, AFTER AN ADVERTISED PUBLIC HEARING, RATIFYING, APPROVING AND CONFIRMING THE EXECUTIVE DIRECTOR’S RECOMMENDATION AND WRITTEN FINDING THAT COMPETITIVE NEGOTIATION METHODS AND PROCEDURES ARE NOT PRACTICABLE OR ADVANTAGEOUS PURSUANT TO SECTIONS 18-85(A) OF THE CODE OF THE CITY OF MIAMI, FLORIDA, AS AMENDED, AS ADOPTED BY THE SEOPW CRA (“CITY CODE”); WAIVING THE REQUIREMENTS FOR COMPETITIVE SEALED BIDDING AS NOT BEING PRACTICABLE OR ADVANTAGEOUS TO THE SEOPW CRA; AUTHORIZING THE EXECUTIVE DIRECTOR TO DISPERSE FUNDS, AT HIS DISCRETION, ON A REIMBURSEMENT BASIS OR DIRECTLY TO VENDORS, UPON PRESENTATION OF INVOICES AND SATISFACTORY DOCUMENTATION, SUBJECT TO THE AVAILABILITY OF FUNDING, FROM THE GRANTS AND AIDS ACCOUNT NO. 10050.920101.883000.0000.00000, IN AN AMOUNT NOT TO EXCEED FIVE HUNDRED FORTY FOUR THOUSAND THREE HUNDRED FIVE DOLLARS AND EIGHTY ONE CENTS (\$544,305.81) (“FUNDS”) TO HUMAN RESOURCES OF MIAMI, INC., A FLORIDA-FOR-PROFIT CORPORATION (“HRM”), TO ASSIST WITH HRM’S ANTI-LITTERING SERVICES PROGRAM (“PURPOSE”), FROM OCTOBER 1, 2023 – SEPTEMBER 30, 2024; FURTHER AUTHORIZING THE EXECUTIVE DIRECTOR TO NEGOTIATE AND EXECUTE AN AGREEMENT, INCLUDING ANY AND ALL DOCUMENTS NECESSARY, ALL IN FORMS ACCEPTABLE TO THE GENERAL COUNSEL FOR THE ALLOCATION OF THE FUNDS FOR THE PURPOSE STATED HEREIN, SUBJECT TO THE AVAILABILITY OF FUNDING; PROVIDING FOR INCORPORATION OF RECITALS, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Southeast Overtown/Park West Community Redevelopment Agency (“SEOPW CRA”) is a community redevelopment agency created pursuant to Chapter 163, Florida Statutes, and is responsible for carrying out community redevelopment activities and projects within its redevelopment area in accordance with the 2018 Southeast Overtown/Park West Redevelopment Plan Update (the “Plan”); and

WHEREAS, Goal 4 of the Plan, lists the “creation of jobs within the community; by targeting commercial and cultural ventures...” as a stated redevelopment goal; and

WHEREAS, Goal 6 of the Plan, also lists “ the improvement of the quality of life for residents” as a stated redevelopment goal; and

WHEREAS, Principle 4 of the Plan, provides “that employment opportunities be made available to existing residents...” as a stated redevelopment principle; and

WHEREAS, Principle 10 of the Plan, also lists “maintenance of public streets and spaces must occur” as a stated redevelopment principle; and

WHEREAS, since 2011 Human Resources of Miami, Inc., a Florida-for-profit corporation (“HRM”), continues to provide on-the-job training and employment opportunities to residents from the redevelopment area who provide landscaping maintenance, through its second-chance job creation program (“Program”) designed to give Overtown residents an opportunity to work in Overtown (the “Purpose”).

WHEREAS, HRM, is requesting Five Hundred Forty-Four Thousand Three Hundred Five Dollars and Eighty-One Cents (\$544,305.81) (“Funds”) to support the Program from October 1, 2023 – September 30, 2024 (“Term”).

WHEREAS, the Board of Commissioners finds that authorizing this Resolution would further the SEOPW CRA redevelopment goals and objectives; and

WHEREAS, based on the recommendation and findings of the Executive Director, it is in the SEOPW CRA’s best interest for the Board of Commissioners to authorize, by an affirmative four-fifths (4/5ths) vote, a waiver of competitive sealed bidding procedures pursuant to Section 18-85 of the Code of the City of Miami, Florida, as amended (“City Code”), as adopted by the SEOPW CRA, and to authorize the Executive Director to negotiate and execute any and all agreements necessary, all in forms acceptable to the General Counsel, with HRM for the provision of grant Funds, as stated herein subject to budgetary approval and the availability of funds;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MIAMI, FLORIDA:

Section 1. The recitals and findings contained in the Preamble to this Resolution are adopted by reference and incorporated herein as if fully set forth in this Section.

Section 2. By a four-fifths (4/5th) affirmative vote, after an advertised public hearing, the Executive Director’s recommendation and written findings that competitive negotiation methods and procedures are not practicable or advantageous to the SEOPW CRA, pursuant to Section 18-85 of the City Code, as adopted by the SEOPW CRA, and waiving the requirements for said procedures is ratified, approved, and confirmed.

Section 3. The Executive Director is hereby authorized¹ to disperse the Funds, at his discretion, on a reimbursement basis or directly to vendors, upon presentation of invoices and satisfactory documentation from the Grants and Aids Account No. 10050.920101.883000.0000.00000 to HRM for the Purpose and Term stated herein.

Section 4. The Executive Director is authorized¹ to negotiate and execute an agreement, including any and all necessary documents, and all-in forms acceptable to the General Counsel, for said Purpose.

¹ The herein authorization is further subject to compliance with all legal requirements that may be imposed, including but not limited to those prescribed by applicable State law, City Charter and Code provisions, as adopted by the SEOPW CRA.

Section 5. Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent may be authorized by the Executive Director, or the Executive Director's designee, without need of public hearing, by filing a corrected copy of same with the City Clerk.

Section 6. This Resolution shall become effective immediately upon its adoption.

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:


Vincent T. Brown, Staff Counsel 11/8/2023

**SOUTHEAST OVERTOWN/PARK WEST
COMMUNITY REDEVELOPMENT AGENCY
4/5ths RECOMMENDATION INTER-OFFICE MEMORANDUM**

To: Board Chair Christine King and
Members of the SEOPW CRA Board

Date: November 16, 2023

File:

Subject: Request to waive competitive sealed bidding methods pursuant to City Code 18-85(a) for Human Resources of Miami, Inc.

From: James McQueen
Executive Director

References:

Enclosures:

BACKGROUND:

A Resolution of the Board of Commissioners of the Southeast Overtown/Park West Community Redevelopment Agency ("SEOPW CRA"), by a four-fifths (4/5ths) affirmative vote, after an advertised public hearing, ratifying, approving and confirming the Executive Director's recommendation and finding that competitive negotiation methods and procedures are not practicable or advantageous pursuant to sections 18-85 and 18-86 of the code of the City of Miami, Florida, as amended, as adopted by the SEOPW CRA; waiving the requirements for competitive sealed bidding as not being practicable or advantageous to the SEOPW CRA; authorizing the allocation of grant funds in an amount not to exceed Five Hundred Forty Four Thousand Three Hundred Five Dollars and Eighty One Cents (\$544,305.81) ("Funds"), to support Human Resources of Miami, Inc., a Florida Profit Corporation ("HRM") from October 1, 2023 – September 30, 2024 ("Term"). HRM has requested Funds from the SEOPW CRA for the anti-littering services that will contribute to the resident's development of economic growth, cultural enrichment, provide landscaping maintenance, and employment opportunities within the Redevelopment Area (the "Purpose").

RECOMMENDATION:

In light of the above stated, approval of a waiver of the formal requirements of competitive sealed bidding methods as not being practicable or advantageous to the Southeast Overtown/Park West Community Redevelopment Agency as set forth in the City Code of Ordinances, as amended, specifically Section 18-85 (A), and the affirmation of these written findings and the forwarding the same to the Board of Commissioners of the Southeast Overtown/Park West Community Redevelopment Agency by a four fifths vote is respectfully requested.

APPROVED


James McQueen, Executive Director

Southeast Overtown/Park West Community Redevelopment Agency

NOTICE OF PUBLIC HEARING

The Board of Commissioners (“Board”) of the Southeast Overtown/ Park West Community Redevelopment Agency (“SEOPW CRA”) will hold a Public Hearing on Thursday, November 16, 2023, at 10:00 a.m. or anytime thereafter in the City Commission chambers located at Miami City Hall, 3500 Pan American Drive, Miami, FL 33133. The Board will consider the allocation of funding to **Human Resources of Miami, Inc.**, to contribute to the development of economic growth, and cultural enrichment within the Redevelopment Area.

In accordance with the SEOPW CRA 2018 Redevelopment Plan Update (“Plan”) and Florida Statutes 163, the Board will consider the allocation of funding, in an amount not to exceed Five Hundred Forty-Four Thousand Three Hundred Five Dollars and Eighty-One Cents (\$544,305.81) (“Funds”) for anti-littering services.

Inquiries regarding this notice may be addressed to James McQueen, Executive Director, SEOPW CRA, at (305) 679-6800.

This action is being considered pursuant to Sections 18-85 (a) of the Code of the City of Miami, Florida as amended (“Code”). The recommendation and findings to be considered in this matter are set forth in the proposed resolution and in Code Sections 18-85 (a), which are deemed to be incorporated by reference herein, and are available as with the scheduled SEOPW CRA Board meeting on Thursday, November 16, 2023, at 10:00 a.m. or anytime thereafter in the City Commission chambers located at Miami City Hall, 3500 Pan American Drive, Miami, FL 33133.

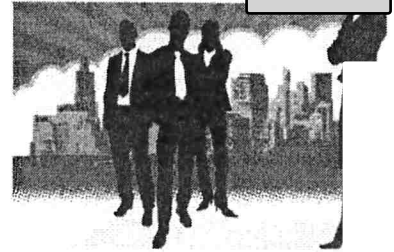
All comments and questions with respect to the meeting and remote public participation should be addressed to James McQueen, Executive Director, at 819 N.W. 2nd Avenue, 3rd Floor, Miami Florida 33136 (305) 679-6800. Should any person desire to appeal any decision of the Board with respect to any matter considered at this meeting, that person shall ensure that a verbatim record of the proceedings is made, including all testimony and evidence upon which any appeal may be based (F.S. 286.0105).

In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodations to participate in this proceeding may contact the Office of the City Clerk at (305) 250-5361 (Voice), not later than two (2) business days prior to the proceeding. TTY users may call 711 (Florida Relay Service), not later than two (2) business days prior to the proceeding.



Todd B. Hannon
Clerk of the Board
Ad No. 41124

Human Resources of Miami, Inc.



July 26, 2023

Mark Stallworth, Program Compliance
 Southeast Overtown/Park West
 Community Redevelopment Agency
 819 N.W. 2nd Avenue, 3rd Floor.
 Miami, Florida 33136

Human Resources of Miami, Inc.
 The Blue Shirts
 915 N.W. 1st Avenue Bay 3A
 Miami, Florida 33136

Dear Mr. Stallworth,

Human Resources of Miami, Inc. is writing this letter to request an additional funding of the said contract in the amount of \$66,537.60.

The request additional funding period of sixty (60 days to include the months of August and September 2023, consistent with our verbal understanding and for.

If any further information or documents are required, please contact myself or Ms. Omoaka by email or by calling 305-433-8216 (office), 786-291-3939 (my mobile), or 305-834-2368 (Shaneetha's mobile).

Sincerely, 

Marcia Curty
 Executive Director

Human Resources of Miami Inc. (Blue Shirts)

Budget Line Item Description	Approved Budget	Modification Request #1	PROPOSED NEW BUDGET	Modification Request #2 Additional Funding for August and September	PROPOSED NEW BUDGET 07/26/2023
Crew Manager	\$ 20,800.00	\$ 17,600.00	\$ 38,400.00	\$ 5,600.00	\$ 44,000.00
ASSISTANT Crew Manager	\$ 17,600.00	\$ (17,600.00)	\$ -		\$ -
Crew Supervisor	48,000.00		\$ 48,000.00	7,680.00	\$ 55,680.00
Trainees	252,450.00		\$ 252,450.00	39,600.00	\$ 292,050.00
Fringe Benefits & Administration	40,662.00		\$ 40,662.00	6,345.60	\$ 47,007.60
Worker's Compensation	15,538.00		\$ 15,538.00	1,600.00	\$ 17,138.00
Trainee Support / Development	4,500.00		\$ 4,500.00		\$ 4,500.00
Uniforms	3,750.00		\$ 3,750.00		\$ 3,750.00
Storage	4,400.00		\$ 4,400.00		\$ 4,400.00
Supplies	10,000.00		\$ 10,000.00		\$ 10,000.00
Equipment & Truck	4,000.00		\$ 4,000.00		\$ 4,000.00
Gas & Parking	9,500.00		\$ 9,500.00		\$ 9,500.00
Repair & Maintenance	3,500.00		\$ 3,500.00		\$ 3,500.00
Insurance	19,400.00		\$ 19,400.00	3,312.00	\$ 22,712.00
Administration	19,100.00		\$ 19,100.00	2,400.00	\$ 21,500.00
Management	15,600.00		\$ 15,600.00		\$ 15,600.00
Office Rental	7,200.00		\$ 7,200.00		\$ 7,200.00
Office Supplies	2,000.00		\$ 2,000.00		\$ 2,000.00
Auditing	2,000.00		\$ 2,000.00		\$ 2,000.00
	-				
TOTAL	\$ 500,000.00	\$ -	\$ 500,000.00	\$ 66,537.60	\$ 566,537.60

Marcia H. Conley

Attachment: File # 15052 - Backup (15052 : 4/5ths Bid Waiver to Human Resources of Miami, Inc.)

Human Resources of Miami Inc. (Blue Shirts)

Budget Line Item Description	Approved Budget	Modification Request #1	REVISED BUDGET 03/14/2023	Remaining Balance as of: (7/19/2023)	Budget Transfer - correct year end negative balance and final reimb	Revised Remaining Balance 07/19/2023
Crew Manager	\$ 20,800.00	\$ 17,600.00	\$ 38,400.00	\$ 4,600.00	\$ (3,200.00)	\$ 1,400.00
ASSISTANT Crew Manager	\$ 17,600.00	\$ (17,600.00)	\$ -	\$ -		\$ -
Crew Supervisor	48,000.00		\$ 48,000.00	4,520.00	(2,520.00)	\$ 2,000.00
Trainees	252,450.00		\$ 252,450.00	(2,347.50)	12,247.50	\$ 9,900.00
Fringe Benefits & Administration	40,662.00		\$ 40,662.00	(122.83)	1,661.19	\$ 1,538.36
Worker's Compensation	15,538.00		\$ 15,538.00	(1,033.85)	1,433.85	\$ 400.00
Trainee Support / Development	4,500.00		\$ 4,500.00	4,422.99	(3,696.67)	\$ 726.32
Uniforms	3,750.00		\$ 3,750.00	1,959.00	(1,059.00)	\$ 900.00
Storage	4,400.00		\$ 4,400.00	1,057.99	(308.24)	\$ 749.75
Supplies	10,000.00		\$ 10,000.00	2,276.23	(600.00)	\$ 1,676.23
Equipment & Truck	4,000.00		\$ 4,000.00	1,360.35	(1,360.35)	\$ -
Gas & Parking	9,500.00		\$ 9,500.00	4,273.88	(3,300.00)	\$ 973.88
Repair & Maintenance	3,500.00		\$ 3,500.00	1,047.40	(536.90)	\$ 510.50
Insurance	19,400.00		\$ 19,400.00	997.25	200.00	\$ 1,197.25
Administration	19,100.00		\$ 19,100.00	39.38	788.62	\$ 828.00
Management	15,600.00		\$ 15,600.00	796.67	600.00	\$ 1,396.67
Office Rental	7,200.00		\$ 7,200.00	1,800.00		\$ 1,800.00
Office Supplies	2,000.00		\$ 2,000.00	753.93		\$ 753.93
Auditing	2,000.00		\$ 2,000.00	2,000.00	(350.00)	\$ 1,650.00
	-					
TOTAL	\$ 500,000.00	\$ -	\$ 500,000.00	\$ 28,400.89	\$ (0.00)	\$ 28,400.89

Marcia H. Cortez

Attachment: File # 15052 - Backup (15052 : 4/5ths Bid Waiver to Human Resources of Miami, Inc.)

Modification Request #2 Additional Funding for August and September 2023	PROPOSED NEW BUDGET 07/26/2023
\$ 5,600.00	\$ 44,000.00
	\$ -
7,680.00	\$ 55,680.00
39,600.00	\$ 292,050.00
6,345.60	\$ 47,007.60
1,600.00	\$ 17,138.00
	\$ 4,500.00
	\$ 3,750.00
	\$ 4,400.00
	\$ 10,000.00
	\$ 4,000.00
	\$ 9,500.00
	\$ 3,500.00
3,312.00	\$ 22,712.00
2,400.00	\$ 21,500.00
	\$ 15,600.00
	\$ 7,200.00
	\$ 2,000.00
	\$ 2,000.00
\$ 66,537.60	\$ 566,537.60



Human Resources of Miami, Inc.

July 6, 2023

Mark Stallworth, Program Compliance
Southeast Overtown/Park West
Community Redevelopment Agency
819 N.W. 2nd Avenue, 3rd Floor.
Miami, Florida 33136

Human Resources of Miami, Inc.
The Blue Shirts
915 N.W. 1st Avenue Bay 3A
Miami, Florida 33136

Sincerely,

Marcia Carty

Marcia Carty
Executive Director



Human Resources of Miami, Inc.

Indicate the type of Grant Applying for
(Work Training/Economic Development/Youth
Programming/ Art & Culture):

Work Training

1. Name of Business/Organization requesting funding:

Human Resources of Miami, Inc

2. Address of Business/Organization requesting funding:

915 Northwest First Avenue Bay 3A, Miami, Florida 33136

3. Total Funding Amount Requested:

\$500,000.00

4. Name of Applicant/Authorized Representative:

Marcia Carty and Shaneetha Omoaka

5. Phone: (305)433-8216 Fax: (305)377-1242
Email: cartymarcia@yahoo.com & somoaka@gmail.com

6. How many jobs will be created with grant funding for residents within
the Redevelopment Area?

One Crew Manager and Thirteen Crew Members



Human Resources of Miami, Inc.

7. How many employment opportunities will be provided to residents within the Redevelopment Area?

Thirteen employment opportunities

8. How many training courses will be provided to residents within the Redevelopment Area?

Twenty- Six training courses

9. Identify the name(s) of the training certifications that will be provided to residents within the Redevelopment Area once completion of course?

Anti-litter, Landscaping, OSHA 10, Weed eater, Pressure Washer, Blower and CPR

10. How many Job Fairs will be conducted for program participants monthly?

Our participants will attend at least six Job Fairs

11. How will the program affect residents after completion?

Human Resources of Miami, Inc. provide anti-littering services, combined with self-empowerment and job placement/vocational training. We will accomplish this objective by hiring residents from the Overtown community. First, we encourage self-esteem by having the residents clean and maintain their own community. This causes a ripple effect throughout the community, not to mention, the increased level of pride, confidence, and ability which is contributed to each individual family's household. Secondly, we offer job training opportunities that will enhance their skill set and increase their value in today's competitive job market. We will increase internships and field trips to other communities so that the participants can desire more for their lives.



Human Resources of Miami, Inc.

Applicant/ Authorized Representative Name: Marcia Carty and
Shaneetha

Applicant Signature: *Marcia Carty*

Print Name: Marcia Carty

Date: July 6, 2023



Human Resources of Miami, Inc.

Statement of Work (SOW) Document

Introduction:

The senior management team of Human Resources of Miami, Inc. was born and grew up in Overtown when it was a thriving, exciting, fiscally vibrant environment. Even though considered a ghetto, the entrepreneurial spirit and respect for one another was the core of the daily interactions in the community. We believe this can be the present living standards for today's Overtown residents. The CRA Beatification Program is the mechanism by which Human Resources of Miami, Inc. can improve the people, environment, and the economy.

Our Purpose:

Our goals are to help those who have been incarcerated, low income, single parent, homeless, formerly on drugs or who have never been employed.

Human Resources of Miami's purpose is to contribute to the community and residents, enhancing first, the environment, secondly, the employee (self-respect and self-worth), which in turn increases their self-sufficiency and assist the economic impact to the Overtown community. For example, the employee/trainees spend cash in the community with their families at the grocery stores, housing expenses, and general shopping.

In conclusion, HRM intends to function as a change agent by employing at least 13 individuals from Overtown community who in turn will help at least 42 other persons, a benefit to 55 persons/family members.



Human Resources of Miami, Inc.

Scope of Work:

SCOPE OF PROJECT

1. *Oversee the marketing and recruitment of participants to serve as trainees in the Program.*

There will be eleven (1 crew manager and 13 crew members) positions. We will have three on-call crew members to assist with time requested off, no shows, and unexpected absences. Each training period will last for twelve (12) months, for combined classroom and paid work experience training. During the term of the contract, twenty-six (26) life-skills and direct-skills training sessions will be conducted by the Crew Manager.

2. *Conduct pre-registration and registration services consisting of drug testing, professional development guidance, and evaluation sessions for all program participants (“Trainees”).*

3. *Provide counseling services for the trainees – career, life-style, spiritual, and general.*

4. *Prepare and administer a certified on-the-job training curriculum, consisting of classroom training hours and paid work experience. Curriculum will include training in custodial services, landscaping, property maintenance and development of employability skills.*

5. *Provide job referral and job placement services for Trainees and for those program participants that have graduated from the training program (“Graduates”).*

6. *Coordinate referral services for continued training in the field of landscaping.*

7. *Conduct, evaluate and provide statistical reports on post-graduation evaluation sessions.*

8. *Coordinate and manage professional development training and job referrals for Trainees and for those program participants that have graduated from the training program (“Graduates”).*



Human Resources of Miami, Inc.

9. *Manage operations and maintenance of equipment and tools funded under the Program.*
10. *Document ongoing training process with photos and requisite paperwork*
11. *Document clean-up of the designated areas within the Redevelopment Area.*
12. *Document attendance and participation of all Trainees.*

Enhanced Street Level Maintenance Services - As the grantee, HRM has incorporated within our Program the enhanced street level maintenance services which shall include the following activities:

- *Litter clean-up*
- *Trash pick-up*
- *Graffiti removal*
- *Landscape installation*
- *Landscape maintenance*
- *Pressure Washing Services (***) in specified target areas only)*
- *Street sweeping and clean-up*
- *General paint maintenance including traffic control enclosures, poles and street lights.*

Identify Work Location:

Current Target Area

Human Resources of Miami, Inc.'s Paid Work Experience services within the training program is to improve and enhance the streets and public right of ways generally bounded by NW 8th Street to NW 14th Street, and from NW 7th Avenue to NW 1st Avenue (Clean Up Target Zone) and the CRA owned real estate parcels as listed below:



Human Resources of Miami, Inc.

Item	Address	Folio Number	Description
1	247 NW12 Street	01-3136-037-0430	(Parking Lot P2)
2	231 NW 12 Street	01-3136,.037-0440	(Parking Lot P2)
3	229 NW 12 Street	01-3136-037-0450	(Parking Lot P3)
4	345 NW 10 Street	01-0101-040-1160	(Parking Lot P3)
5	250 NW 10 Street	01-0102-060-1030	(Parking Lot P4)
6	262 NW 10 Street	01-0102-060-1040	(Parking Lot P4)
7	249 NW 9 Street	01-0102-060-1250	(Ward Rooming Gallery)
8	920 NW 2 Avenue	01-0102-060-1160	(Pool Hall)
9	909 NW 2 Court	01-0102-060-1220	
10	1025 NW 2 Avenue	01-0101-060-1100	(2 nd Avenue Mini-Park)
11	1016 NW 3 Avenue	01-0101-040-1210	(3rd Avenue Mini-Park)
12	NW 9 Street between NW 3 Avenue and NW 1st Avenue		(9th Street Pedestrian Mall)
13	12. NW 3 Avenue from NW 8 Street to NW 14 Street		(3rd Avenue Business Corridor)
14	NW 7 Street from NW 1 Court to NW 2 Avenue		

In addition, Grantee shall provide specialized services for the target areas specified below:

Pressure Washing Services

1. *9th Street Pedestrian Mall*
2. *3rd Avenue Business Corridor*

Enhancements or Changes to Scope of the Project for the FYE 2022-2023

In addition to current route, our team has included cleanup efforts along 14 -20th street (from 3 Ave to 1st Place), specifically:

14 -20th street (from 3 Ave to 1st Place)

- *14th Street (from 3 Ave to 1st Place).*
- *15th Street (from 3 Ave to 1st Place).*
- *16th Street (from 3 Ave to 1st Place).*
- *17th Street (from 3 Ave to 1st Place).*
- *18th Street (from 3 Ave to 1st Place).*
- *19th Street (from 3 Ave to 1st Place).*
- *20th Street (from 3 Ave to 1st Place).*



Human Resources of Miami, Inc.

Develop the Tasks:

1. Crew Manager should include more community outreach, counseling, job fairs, externships, internships, and job placement for 50% of the time employed and managing the crew the balance of the time, serving as the liaison between the Contract Manager and CRA.
2. The Crew Leader/Field Supervisor is trained with the skills, ability and authority to manage the crew; this includes the Crew Supervisor/Truck Driver.
3. The Crew/Trainees are provided hands on exposure to landscaping, environmental, and construction skills for the entire team, by providing externships with Human Resources of Miami's Landscaping Division and other entities, in the Overtown community, organized and supervised by the Crew Manager.
4. Support services to the team, include one (1) hour weekly training, such as budgeting, credit counseling, drug-testing, life-skills counseling, and parenting skills, so that all trainees can transition from this part-time job to a more permanent, full-time employment within other parts of the community. The crew will also have one (1) hour per month scheduled for community services, to assist with developing within them a desire to help the community and themselves, as we are training them to be leaders, supervised by the Crew Manager.
5. Applicants not hired will be maintained as a separate pool of individuals, whom we will **counsel** and perform assessments of their career options and their unmet needs socially, such as housing, medical, drug and alcohol dependency, educational deficiencies, to name a few. These persons will be referred to the appropriate community services for assistance. They will also serve as the "on call" data base for daily placement during the duration of the contract, if the originally hired individuals leave, quit, or are terminated.
6. After completion of the program, all crew members should **transition to external positions, preferably, full-time, and/or educational and vocational options**, so that a new crew can become a part of the CRA Overtown Beautification team. **Our goal is to train/hire, at a minimum, annually, fourteen (14) persons for the daily project needs.**



Human Resources of Miami, Inc.

Identify the Milestones:

Based on grant start and finish date identify all the major milestones in between.

- *Picked up more than 18,000 bags of litter*
- *Trained at least 18 individuals through our anti-litter and beautification program*
- *Placed 14 individuals into employment*
- *Have our trainees attend 6 job fairs*
- *Each trainee should be scheduled for interviewing sessions at least 3 times*
- *Each trainee will be enrolled in Career Source and receive their training and assistance*
- *Each trainees will twelve (12) individual counseling sessions – career, general & spiritual*
- *Drug tested will be completed for 13 trainees*
- *There will be 26 soft skill training classes facilitated*
- *Completed anti-litter course and receive certificate*
- *Completed landscaping course and receive certificate*
- *Completed OSHA 10 – hour training and receive certificate*
- *Complied with all budgetary and contractual constraint*
- *Maintained the expanded geographical area to include the swamp area*
- *Developed and maintain relationships with:*
 - *Jackson Soul Food (pressure cleaning and job placement for our trainees)*
 - *The Plaza (pressure cleaning and anti-litter services)*
 - *Suited for Success (resume and job interviewing skills and attire)*
 - *Lotus House (helping our female trainees with housing)*
 - *Career Source of South Florida Workforce (job placement)*
 - *Transitions, Inc. (job placement)*
 - *Gibson Park (get ice daily and occasional meetings)*
 - *City of Miami Overtown Net Office (community outreach, feeding homeless)*
 - *Camillus House (shelter for our workers when homeless)*
 - *House of Wings (Overtown Arts and Festivals & Soul Basel)*
 - *Community Work Training Program (job referrals and drug testing services)*
 - *Black Archives (using our trainees for security, cleaning, & pressure cleaning)*
 - *City of Miami Sanitation Department (dump our trash)*
 - *Folk Life (assembling tents, chairs and tables)*
 - *Business Resources Center (use conference rooms and job referrals)*
 - *Williams Park (access to their facility for our job fairs and use of their computers)*
 - *Regions Bank (financial literacy skills updating and cashing the trainees' checks)*
 - *Overtown Performance Arts (assembling chairs and tables; pressure cleaning)*



Human Resources of Miami, Inc.

Identify the Deliverables

Landscaping

The crew members will get exposure to Landscaping terminology, methods, and strategies.

OSHA

Within the next three months trainees will have the opportunity to gain their training certificate in basic safety and health information to entry-level workers in construction and general industry. It is part of the OSHA Outreach Training Program.

CPR

All Trainees will Earn their CPR & First-Aid Certification

OSHA

This certification courses incorporate the latest scientific guidelines and are aligned with the *Occupational Safety and Health Administration's (OSHA) Best Practices*.

Finance Literacy

This class allows the trainee to manage their finances, by learning about the following:

- Bank Accounts, Spending Habits, Saving for the future, and Budgeting.

Social Services Support

Understanding the needs of each crew members, analyzing where they are and preparing them for the future. Our program refers the participant to the assistance for what they need, such as housing, food stamps, counseling, parent training, etc.

Job Placement/Vocational Training

The endgame is to place the participant in a job which without Human Resources of Miami, Inc.'s intervention, they would never achieve. By attending job fairs, being enrolled in various employment and day labor agencies, and Transition, the participants should be able to be placed in a job within nine months to a year of being a part of the program.



Human Resources of Miami, Inc.

The primary **highlights for the year of 2022-2023** (our **tenth year**) were:

- Picked up 28,476 bags of litter
- Trained 18 individuals through our anti-litter and beautification program (COVID-19 impacted this statistic)
- Placed 14 individuals into employment (five more pending placement)
- Our trainees attended 5 job fairs (COVID-19 reduction)
- The trainees were interviewed fifty-four (54) times
- The trainees received fifteen (30) individual counseling sessions – career, general & spiritual for a total of 142 sessions
- Drug testing completed for 19 trainees
- Conducted 26 soft skill training classes
- Completed anti-litter course and received certification
- Completed landscaping course and received certification
- Complied with all budgetary and contractual constraints
- Maintained the expanded geographical area to include the swamp area
- Developed, expanded, and maintained relationships with:
 - Jackson Soul Food (job placement for our trainees)
 - The Plaza (pressure cleaning and anti-litter services)
 - Suited for Success (resume and job interviewing skills and attire)
 - Lotus House (helping our female trainees with housing)
 - Transitions, Inc. (job placement, training, computers and meeting)
 - Gibson Park (get ice daily and occasional meetings)
 - Overtown Business Recourse Center (community outreach and training, use conference rooms and job referrals)
 - Camillus House (shelter for our workers when homeless)
 - House of Wings (Overtown Arts)
 - Community Work Training Program (job referrals, job placement)
 - Black Archives (using our trainees for security and cleaning)
 - City of Miami Sanitation Department (dump our trash)
 - Folk Life (Lawn services and cleaning)
 - Regions Bank (financial literacy skills updating and cashing the trainees' checks)
 - Overtown Performance Arts (meetings)



Human Resources of Miami, Inc.

The primary **highlights for the year of 2020-2021** (our **ninth year**) were:

- Picked up 20,099 bags of litter
- Trained 18 individuals through our anti-litter and beautification program (COVID-19 impacted this statistic)
- Placed 14 individuals into employment (eight more pending placement)
- Our trainees attended 8 job fairs (COVID-19 reduction)
- The trainees were interviewed thirty-seven (37) times
- The trainees received fifteen (10) individual counseling sessions – career, general & spiritual for a total of 154 sessions
- Drug testing completed for 11 trainees
- Conducted 26 soft skill training classes
- Completed anti-litter course and received certification
- Completed landscaping course and received certification
- Complied with all budgetary and contractual constraints
- Maintained the expanded geographical area to include the swamp area
- Developed, expanded, and maintained relationships with:
 - Jackson Soul Food (pressure cleaning and job placement for our trainees)
 - The Plaza (pressure cleaning and anti-litter services)
 - Suited for Success (resume and job interviewing skills and attire)
 - Lotus House (helping our female trainees with housing)
 - Career Source of South Florida Workforce (job placement)
 - Transitions, Inc. (job placement)
 - Gibson Park (get ice daily and occasional meetings)
 - City of Miami Overtown Net Office (community outreach, feeding homeless)
 - Camillus House (shelter for our workers when homeless)
 - House of Wings (Overtown Arts and Festivals & Soul Basel)
 - Community Work Training Program (job referrals and drug testing services)
 - Black Archives (using our trainees for security, cleaning, & pressure cleaning)
 - City of Miami Sanitation Department (dump our trash)
 - Folk Life (assembling tents, chairs and tables)
 - Business Resources Center (use conference rooms and job referrals)
 - Williams Park (access to their facility for our job fairs and use of their computers)
 - Regions Bank (financial literacy skills updating and cashing the trainees' checks)
 - Overtown Performance Arts (assembling chairs and tables; pressure cleaning)



Human Resources of Miami, Inc.

The primary **highlights for the year of 2019-2020** (our **eighth year**) were:

- Picked up 19,343 bags of litter
- Trained 35 individuals through our anti-litter and beautification program
- Placed 30 individuals into employment
- Our trainees attended 30 job fairs
- The trainees were interviewed as a group four (4) time
- The trainees received fifteen (15) individual counseling sessions – career, general & spiritual
- Placing into employment, college and vocational training, hospitality training 15 trainees
- Conducted 26 soft skill training classes
- Completed anti-litter course and received certification
- Completed landscaping course and received certification
- Complied with all budgetary and contractual constraints
- Maintained the expanded geographical area to include the swamp area
- Developed, expanded, and maintained relationships with:
 - Jackson Soul Food (pressure cleaning and job placement for our trainees)
 - The Plaza (pressure cleaning and anti-litter services)
 - Suited for Success (resume and job interviewing skills and attire)
 - Lotus House (helping our female trainees with housing)
 - Career Source of South Florida Workforce (job placement)
 - Transitions, Inc. (job placement)
 - Gibson Park (get ice daily and occasional meetings)
 - City of Miami Overtown Net Office (community outreach, feeding homeless)
 - Camillus House (shelter for our workers when homeless)
 - House of Wings (Overtown Arts and Festivals & Soul Basel)
 - Community Work Training Program (job referrals and drug testing services)
 - Black Archives (using our trainees for security, cleaning, & pressure cleaning)
 - City of Miami Sanitation Department (dump our trash)
 - Folk Life (assembling tents, chairs and tables)
 - New Horizon's Mental Health Clinic (mental health counseling)
 - Business Resources Center (use conference rooms and job referrals)
 - Williams Park (access to their facility for our job fairs and use of their computers)
 - Regions Bank (financial literacy and cashing our trainees' checks)
 - Overtown Performance Arts (assembling chairs and tables; pressure cleaning)



Human Resources of Miami, Inc.

The primary **highlights for the year of 2018-2019** (our seventh year) were:

- Picked up 5,348 bags of litter
- Trained 27 individuals through our anti-litter and beautification program
- Placed 21 individuals into employment
- Our trainees attended 32 job fairs
- The trainees were interviewed as a group three (3) time
- The trainees received nine (9) individual counseling sessions – career, general & spiritual
- Placing into employment, college and vocational training, hospitality training 13 trainees
- Conducted 26 soft skill training classes
- Completed anti-litter course and received certification
- Completed landscaping course and received certification
- Complied with all budgetary and contractual constraints
- Maintained the expanded geographical area to include the swamp area
- Developed, expanded, and maintained relationships with:
 - Jackson Soul Food (pressure cleaning and job placement for our trainees)
 - The Plaza (pressure cleaning and anti-litter services)
 - Suited for Success (resume and job interviewing skills and attire)
 - Lotus House (helping our female trainees with housing)
 - Career Source of South Florida Workforce (job placement)
 - Transitions, Inc. (job placement)
 - Gibson Park (get ice daily and occasional meetings)
 - City of Miami Overtown Net Office (community outreach, feeding homeless)
 - Camillus House (shelter for our workers when homeless)
 - House of Wings (Overtown Arts and Festivals & Soul Basel)
 - Community Work Training Program (job referrals and drug testing services)
 - Black Archives (using our trainees for security, cleaning, & pressure cleaning)
 - City of Miami Sanitation Department (dump our trash)
 - Folk Life (assembling tents, chairs and tables)
 - New Horizon's Mental Health Clinic (mental health counseling)
 - Business Resources Center (use conference rooms and job referrals)
 - Williams Park (access to their facility for our job fairs and use of their computers)
 - Regions Bank (financial literacy and cashing our trainees' checks)
 - Overtown Performance Arts (assembling chairs and tables; pressure cleaning)



Human Resources of Miami, Inc.

The primary **highlights for the year of 2017-2018** (our **sixth year**) were:

- Trained 31 individuals through our anti-litter and beautification program
- Our trainees attended 6 job fairs
- Placing into employment, college and vocational training, hospitality training 13 trainees
- Conducted 26 soft skill training classes
- Completed anti-litter and construction clean up courses and received certificates
- Completed landscaping course
- Complied with all budgetary and contractual constraints
- Maintained the expanded geographical area to include the swamp area
- Developed, expanded, and maintained relationships with:
 - Career Source of South Florida Workforce
 - Transitions, Inc.
 - University of Miami Environmental Services Division
 - City of Miami Overtown Net Office
 - Camillus House
 - Williams Park (City of Miami)
 - Culmer Center
 - City of Miami Sanitation Department
 - New Horizon's Mental Health Clinic

The primary **highlights for the year of 2016-2017** (our **fifth year**) were:

- Trained 31 individuals through our anti-litter and beautification program
- Our trainees attended 6 job fairs
- Placing into employment, college and vocational training, hospitality training 13 trainees
- Conducted 26 soft skill training classes
- Completed anti-litter and construction clean up courses and received certificates
- Completed landscaping course
- Complied with all budgetary and contractual constraints
- Maintained the expanded geographical area to include the swamp area
- Developed, expanded, and maintained relationships with:
 - Career Source of South Florida Workforce
 - Transitions, Inc.
 - University of Miami Environmental Services Division
 - City of Miami Overtown Net Office
 - Camillus House
 - Williams Park (City of Miami)
 - Culmer Center
 - City of Miami Sanitation Department
 - New Horizon's Mental Health Clinic



Human Resources of Miami, Inc.

The primary **highlights for the year of 2015-2016 (our fourth year)** were:

- Trained 30 individuals through our anti-litter and beautification program
- Our trainees attended 8 job fairs
- Placing into employment, college and vocational training, hospitality training 21 trainees
- Conducted 26 soft skill training classes
- Complied with all budgetary and contractual constraints
- Maintained the expanded geographical area to include the swamp area
- Developed, expanded, and maintained relationships with:
 - Career Source of South Florida Workforce
 - Transitions, Inc.
 - University of Miami Environmental Services Division
 - City of Miami Overtown Net Office
 - Camillus House
 - Williams Park (City of Miami)
 - Culmer Center
 - City of Miami Sanitation Department
 - New Horizon's Mental Health Clinic

Some of our **highlights from 2013-2014(expanded to March, 3015 - our third year)** were:

- Trained 42 individuals through our anti-litter and beautification program
- Placed into employment, college and vocational training, hospitality training 36 trainees
- Conducted 26 soft skill training classes
- Complied with all budgetary and contractual constraints
- Expanded geographical area to include the swamp area
- Developed, expanded, and maintained relationships with:
 - South Florida Workforce
 - Transitions, Inc.
 - University of Miami Environmental Services Division
 - Roots in the City
 - City of Miami Overtown Net Office
 - Camillus House





Human Resources of Miami, Inc.

Grants Applied to for Additional Funding and Status:

Project P.E.A.C.E. – Did not receive

Grants for Community-Based Organizations – Did not receive

Mom and Pop Small Business Grant – Did not receive

Grants Administration – Pending

Second Chance Act Grant Program – Pending

Provide Monthly Calendar/Schedule:

Week 1

Anti Littering	Landscaping training	Social Service	Landscaping & anti Littering	Soft skill Training
----------------	----------------------	----------------	------------------------------	---------------------

Week 2

Anti Littering	Landscaping training	Social Service	Landscaping & anti Littering	Anti Littering
----------------	----------------------	----------------	------------------------------	----------------

Week 3

Anti Littering	Landscaping training	Social Service	Landscaping & anti Littering	Soft skill Training
----------------	----------------------	----------------	------------------------------	---------------------

Week 4

Anti Littering	Landscaping training	Social Service	Landscaping & anti Littering	Anti Littering
----------------	----------------------	----------------	------------------------------	----------------

Human Resources of Miami, Inc.

Part III: Provide Proposal and Detailed Budget

CRA OVERTOWN BEAUTIFCATION TEAM

Fiscal Year Oct 2023 to Sept 2024

Description	Amount	Percentage
Personnel Cost for Trainees		
Crew Manager	\$ 20,800.00	
Asst Crew Manager	\$ 17,600.00	
Crew Supervisor	\$ 48,000.00	
Employees/Trainees	\$ 252,450.00	50%
Fringe Benefits/Payroll Taxes	\$ 40,662.00	
Fringe Benefits/Workers Compensation	\$ 15,538.00	
Total Trainee Labor Costs	\$ 395,050.00	79%
Trainee Development Costs		
Trainee Support	\$ 4,500.00	
Uniforms	\$ 3,750.00	
Total Trainee Development Costs	\$ 8,250.00	2%
Total Personnel Costs	\$ 403,300.00	81%
Operational Expenses		
Equipment Storage	\$ 4,400.00	
Supplies	\$ 10,000.00	
Equipment & Small Truck	\$ 4,000.00	
Repair & Maintenance	\$ 3,500.00	
Gas & Parking	\$ 9,500.00	
Insurance	\$ 19,400.00	
Total Operational Costs	\$ 50,800.00	10%
Program Administration		
Administration	\$ 19,100.00	
Management	\$ 15,600.00	
Office Rental	\$ 7,200.00	
Office supplies	\$ 2,000.00	
Auditing	\$ 2,000.00	
Total Administrative Cost	\$ 45,900.00	9%
TOTAL PROGRAM COST	\$ 500,000.00	100%

SEOPW Board of Commissioners Meeting
November 16, 2023

**SOUTHEAST OVERTOWN/PARK WEST
COMMUNITY REDEVELOPMENT AGENCY
INTER-OFFICE MEMORANDUM**

To: Board Chair Christine King and Members of the CRA Board Date: November 8, 2023 File: 15053



Subject: Purchase of Property at 939 N.W. 5th Avenue, Miami, Florida, 33136; 720 N.W. 4th Avenue, Miami, Flor

From: James McQueen
Executive Director

Enclosures: File # 15053 - Exhibit A
File # 15053 - Exhibit B
File # 15053 - Exhibit C

BACKGROUND:

A Resolution of the Board of Commissioners of the Southeast Overtown/Park West Community Redevelopment Agency (“SEOPW CRA”) with attachment(s), retroactively approving and ratifying the Executive Director to enter into a Purchase and Sale Agreement (“Agreement”) (Exhibit “A”), and further authorizing the General Counsel to engage Weiss Serota, et al, as outside Counsel for the representation of the SEOPW CRA on all matters related to a Title Commitment and Policy, a Phase I Environmental Site Assessment Report (and Phase II if required), a survey, and representation at closing (Exhibit “B”) in a form acceptable to General Counsel, between the SEOPW CRA and Frontier Fuels Inc., as trustee (“Seller”), for the acquisition of the real properties located at 939 N.W. 5th Avenue, Miami, Florida, 33136; 720 N.W. 4th Avenue, Miami, Florida, 33136; and 440 N.W. 10th Street, Miami, Florida 33136, containing an approximate total adjusted area of 31,250 square feet (“Property”), as legally described in the Agreement for an amount not to exceed Two-Million Two Hundred Thirty Thousand Dollars and Zero Cents (\$2,230,000.00), the appraised value of the Property, pursuant to section 163.370, Florida Statutes, and the SEOPW CRA redevelopment plan.

The SEOPW CRA wishes to further its redevelopment goals and provide opportunities for future affordable housing developments.

In addition to authorizing the Agreement, the SEOPW CRA seeks retroactive approval to engage Weiss Serota, Et Al as outside Counsel for the representation of the SEOPW CRA on all matters related to a title commitment and policy, environmental site assessment reports, a survey, and representation at closing (Retainer Agreement Real Estate Transactions) (Exhibit “C”) attached and incorporated.

JUSTIFICATION:

The SEOPW CRA is a community redevelopment agency created pursuant to Chapter 163, Florida Statutes, and is responsible for carrying out community redevelopment activities and projects within its Redevelopment Area in accordance with the 2018 Southeast Overtown/Park West Community Redevelopment Plan Update (the “Plan”).

The proposed acquisition of the Property is consistent with Section 1 of the Plan.

FUNDING:

\$2,230,000.00 allocated from SEOPW CRA "Purchase of Real Property" Account No. 10050.920101.662000.0000.00000.

FACT SHEET:

Company name: Frontier Fuels Inc., as trustee

Address: 939 N.W. 5th Avenue, Miami, Florida, 33136; 720 N.W. 4th Avenue, Miami, Florida, 33136; and 440 N.W. 10th Street, Miami, Florida 33136.

Acquisition cost: \$2,230,000.00

**AGENDA ITEM
FINANCIAL INFORMATION FORM**

SEOPW CRA

CRA Board Meeting Date: **November 16, 2023**

CRA Section:

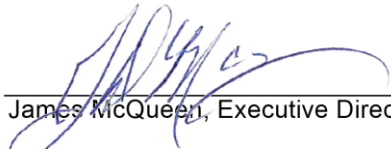
Brief description of CRA Agenda Item:

Authorizing the allocation of funds in an amount not to exceed \$2,230,000.00 to acquire the real properties located at 939 NW 5th Avenue, 720 NW 4th Avenue and 440 NW 10th Street.

Project Number (if applicable):		
YES, there are sufficient funds in Line Item:		
Account Code: <u>10050.920101.662000.0000.00000</u> Amount: <u>\$2,230,000.00</u>		
NO (Complete the following source of funds information):		
Amount budgeted in the line item:	\$	
Balance in the line item:	\$	
Amount needed in the line item:	\$	
Sufficient funds will be transferred from the following line items:		
ACTION	ACCOUNT NUMBER	TOTAL
Project No./Index/Minot Object		
From		\$
To		\$
From		\$
To		\$

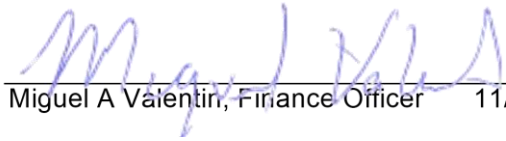
Comments:

Approved by:



James McQueen, Executive Director 11/8/2023

Approval:



Miguel A Valentin, Finance Officer 11/8/2023



Southeast Overtown/Park West Community Redevelopment Agency

File Type: CRA Resolution

Enactment Number:

File Number: 15053

Final Action Date:

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY ("SEOPW CRA"), WITH ATTACHMENT(S), RETROACTIVELY APPROVING AND RATIFYING THE EXECUTIVE DIRECTOR'S TO EXECUTE THE PURCHASE AND SALE AGREEMENT ("AGREEMENT") (EXHIBIT "A") ATTACHED AND INCORPORATED HEREIN, IN A FORM ACCEPTABLE TO COUNSEL, BETWEEN THE SEOPW CRA AND FRONTIER FUELS INC., AS TRUSTEE ("SELLER"), TRS FOR THE ACQUISITION OF THE REAL PROPERTIES LOCATED 939 N.W. 5TH AVENUE, 720 N.W. 4TH AVENUE AND 440 N.W. 10TH STREET MIAMI, FLORIDA, 33136, CONTAINING AN APPROXIMATE TOTAL ADJUSTED AREA OF 31,250 SQUARE FEET ("PROPERTY"), AS LEGALLY DESCRIBED IN THE AGREEMENT FOR A TOTAL PURCHASE PRICE NOT TO EXCEED TWO MILLION TWO HUNDRED THIRTY THOUSAND DOLLARS AND ZERO CENTS (\$2,230,000.00), CONTINGENT UPON THE SEOPW CRA OBTAINING A WRITTEN APPRAISAL FROM A LICENSED FLORIDA APPRAISER STATING THAT THE APPRAISED VALUE OF THE PROPERTY, IS AT A MINIMUM, THE REFERENCED AMOUNT HEREIN, PURSUANT TO SECTION 163.370, FLORIDA STATUTES, AND THE SEOPW CRA REDEVELOPMENT PLAN; AUTHORIZING THE EXECUTIVE DIRECTOR TO NEGOTIATE AND EXECUTE ALL NECESSARY DOCUMENTS, INCLUDING ANY AMENDMENTS AND MODIFICATIONS TO SAID AGREEMENT, ALL IN FORMS ACCEPTABLE TO THE COUNSEL, THAT MAY BE NECESSARY TO EFFECTUATE SAID ACQUISITION; ALLOCATING FUNDS FROM ACCOUNT TITLED PURCHASE OF REAL PROPERTY, ACCOUNT NUMBER 10050.920101.662000.0000.00000 IN A TOTAL AMOUNT NOT TO EXCEED TWO MILLION TWO HUNDRED THIRTY THOUSAND DOLLARS AND ZERO CENTS (\$2,230,000.00) INCLUSIVE OF SAID ACQUISITION, THE COST OF A SURVEY, ENVIRONMENTAL REPORT, TITLE INSURANCE, AND RELATED CLOSING COSTS ASSOCIATED WITH SAID ACQUISITION, ALL IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE AGREEMENT; FURTHER AUTHORIZING THE GENERAL COUNSEL TO ENGAGE WEISS SEROTA, ET AL, AS OUTSIDE COUNSEL FOR THE REPRESENTATION OF THE SEOPW CRA ON ALL MATTERS RELATED TO A TITLE COMMITMENT AND POLICY, A PHASE I ENVIRONMENTAL SITE ASSESSMENT REPORT (AND P

WHEREAS, the Southeast Overtown/Park West Community Redevelopment Agency ("SEOPW CRA") is a community redevelopment agency created pursuant to Chapter 163, Florida Statutes, and is responsible for carrying out community redevelopment activities and projects within its Redevelopment Area in accordance with the 2018 Southeast Overtown/Park West Community

Redevelopment Plan Update (the "Plan"); and

WHEREAS, SEOPW CRA wishes to acquire the real properties currently owned by Frontier Fuels Inc., as trustee ("Seller") located at 939 N.W. 5th Avenue, 720 N.W. 4th Avenue, and 440 N.W. 10th Street, Miami Florida 33136, containing an approximate total adjusted area of square feet ("Property"), as legally described in the Purchase and Sale Agreement ("Agreement"), attached and incorporated as Exhibit "A", in a form acceptable to Counsel; and

WHEREAS, as legally described in the Agreement for an amount not to exceed Two-Million Two Hundred Thirty Thousand Dollars and Zero Cents (\$2,230,000.00), the appraised value of the property (Exhibit "B"); and

WHEREAS, further authorizing the General Counsel to engage Weiss Serota, et al, as outside Counsel for the representation of the SEOPW CRA on all matters related to a Title Commitment and Policy, a Phase I Environmental Site Assessment Report (and Phase II if required), a survey, and representation at closing (Exhibit "C"); and

WHEREAS, pursuant to Section 163.370, Florida Statutes, and the Plan, the SEOPW CRA plans to develop the Property to enhance the quality of life in the surrounding area and address slum and blight; and

WHEREAS, the proposed acquisition of the Property is consistent with Section 1 of the Plan; and

WHEREAS, the SEOPW CRA's estimated total cost for the acquisition of the Property will not exceed Two Million Two Hundred Thirty Thousand Dollars and Zero Cents (\$2,230,000.00), which includes the cost of acquisition, the cost of a survey, environmental report, title insurance, and related closing costs associated with said acquisition; and

WHEREAS, the Board of Commissioners of the SEOPW CRA retroactively approving and ratifying the Executive Director to enter into the Agreement in addition this Resolution retroactively approving the engagement of the law firm of Weiss Serota, et al., who will assist the General Counsel with the representation of the SEOPW CRA on all matters related to a title commitment and policy, a Phase I Environmental Site Assessment Report (and Phase II if required), a survey, and representation at closing;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY:

Section 1. The recitals and findings contained in the Preamble to this Resolution are adopted by reference and incorporated herein as if fully set forth in this Section.

Section 2. The Executive Director is authorized to negotiate and execute the Agreement, in a form acceptable to Counsel, between the SEOPW CRA and the Seller for the acquisition of the Property for a total purchase price not to exceed Two-Million Two Hundred Thirty Thousand Dollars and Zero Cents (\$2,230,000.00), contingent upon the SEOPW CRA obtaining a written appraisal from a licensed Florida appraiser stating that the appraised value is at a minimum the referenced amount herein.

Section 3. The Executive Director is further authorized¹ to negotiate and execute any and all

¹ The herein authorization is further subject to compliance with all legal requirements that may be imposed, including but not limited to those prescribed by applicable State law, City Charter and Code provisions, as adopted

necessary documents, including any amendments and modifications to said Agreement, all in forms acceptable to Counsel, as may be necessary to effectuate said acquisition, with funds allocated from account number 10050.920101.662000.0000.00000, to cover the cost of said acquisition, plus the cost of a survey, environmental report, title insurance, and related closing costs associated with said acquisition, in accordance with the terms and conditions of the Agreement.

Section 4. The Executive Director shall issue a report on the status of this potential acquisition within 14 days of the passage of this resolution.

Section 5. The SEOPW CRA is retroactive authorized to engage the Weiss Serota, et al., law firm for the representation of the SEOPW CRA on all matters related to a title commitment and policy, a Phase I Environmental Site Assessment Report (and Phase II if required), a survey, and representation at closing.

Section 6. This Resolution shall be effective immediately upon its adoption.

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

 Vincent T. Brown, Staff Counsel 11/8/2023

Exhibit "A"

Vacant Land Contract

1. **Sale and Purchase ("Contract"):** Frontier Fuels Inc., National Financial Corp. and Fleet Finance & Mortgage, Inc. ("Seller") and SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY, a public agency and body corporate created pursuant to Section 163.356, Florida Statute ("Buyer") (the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property") described as:

Address: (A) 440 N.W. 10 Street, Miami, FL 33136, (B) 720 N.W. 4 Avenue, Miami, FL 33136 and (C) 939 NW 5 Avenue, Miami, FL 33136.

Legal Description:

(A) 440 N.W. 10 St.,Miami,FL under Tax Folio #01-0102-080-1012; (B) 720 N.W. 4 Avenue, Miami, FL under Tax Folio # 01-3137-028-0030; and (C) 939 N.W. 5 Avenue, Miami, FL under Tax Folio#01-0102-080-1049. See Addendum to Contract for additional details of Legal Description.

SEC ___/TWP ___/___/ RNG ___ of _____ County, Florida. Real Property ID No.: See Legal Description including all improvements existing on the Property and the following additional property: _____

2. **Purchase Price:** (U.S. currency) \$ 2,230,000.00

All deposits will be made payable to "Escrow Agent" named below and held in escrow by:

Escrow Agent's Name: Chicago Title Insurance Company

Escrow Agent's Contact Person: Michelle C. Clapp, Assistant Vice President

Escrow Agent's Address: 13800 NW 14th Street, Suite 190, Sunrise, FL 33323

Escrow Agent's Phone: (954) 308-3231

Escrow Agent's Email: Michelle.Clapp@fnf.com

(a) Initial deposit (\$0 if left blank) (Check if applicable)

accompanies offer

will be delivered to Escrow Agent within _____ days (3 days if left blank)

after Effective Date \$ 10,000.00

(b) Additional deposit will be delivered to Escrow Agent (Check if applicable)

within _____ days (10 days if left blank) after Effective Date

within _____ days (3 days if left blank) after expiration of Due Diligence Period \$ 90,000.00

(c) Total Financing (see Paragraph 6) (express as a dollar amount or percentage) \$ _____

(d) Other: \$ _____

(e) Balance to close (not including Buyer's closing costs, prepaid items, and prorations) to be paid at closing by wire transfer or other Collected funds..... \$ 2,130,000.00

(f) (Complete only if purchase price will be determined based on a per unit cost instead of a fixed price.) The unit used to determine the purchase price is lot acre square foot other (specify): _____ prorating areas of less than a full unit. The purchase price will be \$ _____ per unit based on a calculation of total area of the Property as certified to Seller and Buyer by a Florida licensed surveyor in accordance with Paragraph 8(c). The following rights of way and other areas will be excluded from the calculation: _____

3. **Time for Acceptance; Effective Date:** Unless this offer is signed by Seller and Buyer and an executed copy delivered to all parties on or before 10/30/2023 at 5:00 pm EST, this offer will be withdrawn and Buyer's deposit, if any, will be returned. The time for acceptance of any counter-offer will be 3 days after the date the counter-offer is delivered. **The "Effective Date" of this Contract is the date on which the last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter-offer.**

4. **Closing Date:** This transaction will close on on or before 12/27/2023 ("Closing Date"), unless specifically extended by other provisions of this Contract. The Closing Date will prevail over all other time periods including, but not limited to, Financing and Due Diligence periods. However, if the Closing Date occurs on a Saturday, Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located) of the next business day. In the event insurance underwriting is suspended on Closing Date and Buyer is unable to obtain property insurance, Buyer may postpone closing for up to 5 days after the insurance underwriting suspension is lifted. If this transaction does not close for any reason, Buyer will immediately return all Seller provided documents and other items.

5. **Extension of Closing Date:** If Paragraph 6(b) is checked and Closing Funds from Buyer's lender(s) are not available on Closing Date due to Consumer Financial Protection Bureau Closing Disclosure delivery requirements

Buyer MS () and Seller MS MS MS acknowledge receipt of a copy of this page, which is 1 of 8 pages.

53 ("CFPB Requirements), if applicable, then Closing Date shall be extended for such period necessary to satisfy
54 CFPB Requirements, provided such period shall not exceed 10 days.

55 **6. Financing: (Check as applicable)**

56 (a) **Buyer** will pay cash for the Property with no financing contingency.

57 (b) This Contract is contingent on **Buyer** qualifying for and obtaining the commitment(s) or approval(s)
58 specified below ("Financing") within _____ days after Effective Date (Closing Date or 30 days after Effective
59 Date, whichever occurs first, if left blank) ("Financing Period"). **Buyer** will apply for Financing within _____
60 days after Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial,
61 and other information required by the lender. If **Buyer**, after using diligence and good faith, cannot obtain the
62 Financing within the Financing Period, either party may terminate this Contract and **Buyer's** deposit(s) will be
63 returned.

64 (1) **New Financing:** **Buyer** will secure a commitment for new third party financing for \$ _____
65 or _____ % of the purchase price at (Check one) a fixed rate not exceeding _____ % an
66 adjustable interest rate not exceeding _____ % at origination (a fixed rate at the prevailing interest rate
67 based on **Buyer's** creditworthiness if neither choice is selected). **Buyer** will keep **Seller** and Broker fully
68 informed of the loan application status and progress and authorizes the lender or mortgage broker to
69 disclose all such information to **Seller** and Broker.

70 (2) **Seller Financing:** **Buyer** will execute a first second purchase money note and mortgage to
71 **Seller** in the amount of \$ _____, bearing annual interest at _____ % and payable as follows:

72 _____
73 The mortgage, note, and any security agreement will be in a form acceptable to **Seller** and will follow
74 forms generally accepted in the county where the Property is located; will provide for a late payment fee
75 and acceleration at the mortgagee's option if **Buyer** defaults; will give **Buyer** the right to prepay without
76 penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on
77 conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require **Buyer** to
78 keep liability insurance on the Property, with **Seller** as additional named insured. **Buyer** authorizes **Seller**
79 to obtain credit, employment, and other necessary information to determine creditworthiness for the
80 financing. **Seller** will, within 10 days after Effective Date, give **Buyer** written notice of whether or not **Seller**
81 will make the loan.

82 (3) **Mortgage Assumption:** **Buyer** will take title subject to and assume and pay existing first mortgage to

83 _____
84 LN# _____ in the approximate amount of \$ _____ currently payable at
85 \$ _____ per month, including principal, interest, taxes and insurance, and having a
86 fixed other (describe) _____
87 interest rate of _____ % which will will not escalate upon assumption. Any variance in the mortgage
88 will be adjusted in the balance due at closing with no adjustment to purchase price. **Buyer** will purchase
89 **Seller's** escrow account dollar for dollar. If the interest rate upon transfer exceeds _____ % or the
90 assumption/transfer fee exceeds \$ _____, either party may elect to pay the excess, failing
91 which this Contract will terminate; and **Buyer's** deposit(s) will be returned. If the lender disapproves
92 **Buyer**, this Contract will terminate; and **Buyer's** deposit(s) will be returned.

93 **7. Assignability: (Check one)** **Buyer** may assign and thereby be released from any further liability under this
94 Contract, may assign but not be released from liability under this Contract, or may not assign this Contract.

95 ~~**8. Title:** **Seller** has the legal capacity to and will convey marketable title to the Property by statutory warranty
96 deed special warranty deed other (specify) _____, free of liens, easements,
97 and encumbrances of record or known to **Seller**, but subject to property taxes for the year of closing; covenants,
98 restrictions, and public utility easements of record; existing zoning and governmental regulations; and (list any
99 other matters to which title will be subject) _____
100 provided there exists at closing no violation of the foregoing.~~

101 (a) **Title Evidence:** The party who pays for the owner's title insurance policy will select the closing agent and pay
102 for the title search, including tax and lien search (including municipal lien search) if performed, and all other
103 fees charged by closing agent. **Seller** will deliver to **Buyer**, at

104 (Check one) **Seller's** **Buyer's** expense and
105 (Check one) within _____ days after Effective Date at least _____ days before Closing Date,
106 (Check one)

107 (1) a title insurance commitment by a Florida licensed title insurer setting forth those matters to be
108 discharged by ~~**Seller** at or before closing and, upon **Buyer** recording the deed, an owner's policy in the~~

Buyer (JM) and Seller (MS) (MS) acknowledge receipt of a copy of this page, which is 2 of 8 pages.





Attachment: File # 15053 - Exhibit A (15053 : Purchase of Property at 939 N.W. 5th Avenue, Miami, Florida, 33136; 720 N.W. 4th Avenue, Miami,

109 ~~amount of the purchase price for fee simple title subject only to the exceptions stated above. If Buyer is~~
 110 ~~paying for the owner's title insurance policy and Seller has an owner's policy, Seller will deliver a copy to~~
 111 ~~Buyer within 15 days after Effective Date.~~
 112 (2) ~~an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an~~
 113 ~~existing firm. However, if such an abstract is not available to Seller, then a prior owner's title policy~~
 114 ~~acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will~~
 115 ~~include copies of all policy exceptions and an update in a format acceptable to Buyer from the policy~~
 116 ~~effective date and certified to Buyer or Buyer's closing agent together with copies of all documents~~
 117 ~~recited in the prior policy and in the update. If such an abstract or prior policy is not available to Seller,~~
 118 ~~then (1) above will be the title evidence.~~
 119 (b) **Title Examination:** After receipt of the title evidence, Buyer will, within _____ days (10 days if left blank) but
 120 no later than Closing Date, deliver written notice to Seller of title defects. Title will be deemed acceptable to
 121 Buyer if (i) Buyer fails to deliver proper notice of defects or (ii) Buyer delivers proper written notice and Seller
 122 cures the defects within _____ days (30 days if left blank) ("Cure Period") after receipt of the notice. If the
 123 defects are cured within the Cure Period, closing will occur within 10 days after receipt by Buyer of notice of
 124 such cure. Seller may elect not to cure defects if Seller reasonably believes any defect cannot be cured within
 125 the Cure Period. If the defects are not cured within the Cure Period, Buyer will have 10 days after receipt of
 126 notice of Seller's inability to cure the defects to elect whether to terminate this Contract or accept title subject
 127 to existing defects and close the transaction without reduction in purchase price.
 128 (c) **Survey:** Buyer may, at Buyer's expense, have the Property surveyed and must deliver written notice to
 129 Seller, within 5 days after receiving survey but not later than 5 days before Closing Date, of any
 130 encroachments on the Property, encroachments by the Property's improvements on other lands, or deed
 131 restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a
 132 title defect and Seller's and Buyer's obligations will be determined in accordance with Paragraph 8(b).
 133 (d) ~~Ingress and Egress. Seller warrants that the Property presently has ingress and egress.~~

134 **9. Property Condition:** Seller will deliver the Property to Buyer at closing in its present "as is" condition, with
 135 conditions resulting from Buyer's Inspections and casualty damage, if any, excepted. Seller will not engage in or
 136 permit any activity that would materially alter the Property's condition without the Buyer's prior written consent.

137 (a) **Inspections: (Check (1) or (2))**
 138 (1) **Due Diligence Period:** Buyer will, at Buyer's expense and within 55 days (30 days if left blank)
 139 ("Due Diligence Period") after Effective Date and in Buyer's sole and absolute discretion, determine
 140 whether the Property is suitable for Buyer's intended use. During the Due Diligence Period, Buyer may
 141 conduct a Phase 1 environmental assessment and any other tests, analyses, surveys, and investigations
 142 ("Inspections") that Buyer deems necessary to determine to Buyer's satisfaction the Property's
 143 engineering, architectural, and environmental properties; zoning and zoning restrictions; subdivision
 144 statutes; soil and grade; availability of access to public roads, water, and other utilities; consistency with
 145 local, state, and regional growth management plans; availability of permits, government approvals, and
 146 licenses; and other inspections that Buyer deems appropriate. If the Property must be rezoned, Buyer will
 147 obtain the rezoning from the appropriate government agencies. Seller will sign all documents Buyer is
 148 required to file in connection with development or rezoning approvals. Seller gives Buyer, its agents,
 149 contractors, and assigns, the right to enter the Property at any time during the Due Diligence Period for the
 150 purpose of conducting Inspections, provided, however, that Buyer, its agents, contractors, and assigns
 151 enter the Property and conduct Inspections at their own risk. Buyer will indemnify and hold Seller
 152 harmless from losses, damages, costs, claims, and expenses of any nature, including attorneys' fees,
 153 expenses, and liability incurred in application for rezoning or related proceedings, and from liability to any
 154 person, arising from the conduct of any and all Inspections or any work authorized by Buyer. Buyer will
 155 not engage in any activity that could result in a construction lien being filed against the Property without
 156 Seller's prior written consent. If this transaction does not close, Buyer will, at Buyer's expense, (i) repair
 157 all damages to the Property resulting from the Inspections and return the Property to the condition it was in
 158 before conducting the Inspections and (ii) release to Seller all reports and other work generated as a
 159 result of the Inspections.

160 Before expiration of the Due Diligence Period, Buyer must deliver written notice to Seller of Buyer's
 161 determination of whether or not the Property is acceptable. Buyer's failure to comply with this notice
 162 requirement will constitute acceptance of the Property as suitable for Buyer's intended use in its "as is"
 163 condition. If the Property is unacceptable to Buyer and written notice of this fact is timely delivered to
 164 Seller, this Contract will be deemed terminated, and Buyer's deposit(s) will be returned.

Buyer  (____) and Seller    acknowledge receipt of a copy of this page, which is 3 of 8 pages.

Attachment: File # 15053 - Exhibit A (15053 : Purchase of Property at 939 N.W. 5th Avenue, Miami, Florida, 33136; 720 N.W. 4th Avenue, Miami,

- 165 (2) **No Due Diligence Period:** Buyer is satisfied that the Property is suitable for Buyer's purposes,
- 166 including being satisfied that either public sewerage and water are available to the Property or the
- 167 Property will be approved for the installation of a well and/or private sewerage disposal system and that
- 168 existing zoning and other pertinent regulations and restrictions, such as subdivision or deed restrictions,
- 169 concurrency, growth management, and environmental conditions, are acceptable to Buyer. This Contract
- 170 is not contingent on Buyer conducting any further investigations.
- 171 (b) **Government Regulations:** Changes in government regulations and levels of service which affect Buyer's
- 172 intended use of the Property will not be grounds for terminating this Contract if the Due Diligence Period has
- 173 expired or if Paragraph 9(a)(2) is selected.
- 174 (c) **Flood Zone:** Buyer is advised to verify by survey, with the lender, and with appropriate government agencies
- 175 which flood zone the Property is in, whether flood insurance is required, and what restrictions apply to
- 176 improving the Property and rebuilding in the event of casualty.
- 177 (d) **Coastal Construction Control Line ("CCCL"):** If any part of the Property lies seaward of the CCCL as
- 178 defined in Section 161.053, Florida Statutes, Seller will provide Buyer with an affidavit or survey as required
- 179 by law delineating the line's location on the Property, unless Buyer waives this requirement in writing. The
- 180 Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that
- 181 govern coastal property, including delineation of the CCCL, rigid coastal protection structures, beach
- 182 nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida
- 183 Department of Environmental Protection, including whether there are significant erosion conditions associated
- 184 with the shore line of the Property being purchased.
- 185 Buyer waives the right to receive a CCCL affidavit or survey.

186 **10. Closing Procedure; Costs:** Closing will take place in the county where the Property is located and may be

187 conducted by mail or electronic means. If title insurance insures Buyer for title defects arising between the title

188 binder effective date and recording of Buyer's deed, closing agent will disburse at closing the net sale proceeds to

189 Seller (in local cashier's check if Seller requests in writing at least 5 days before closing) and brokerage fees to

190 Broker as per Paragraph 21. In addition to other expenses provided in this Contract, Seller and Buyer will pay the

191 costs indicated below.

- 192 (a) **Seller Costs:**
- 193 Taxes on deed
- 194 Recording fees for documents needed to cure title
- 195 Title evidence (if applicable under Paragraph 8)
- 196 Estoppel Fee(s)
- 197 Other: see Addendum to Vacant Land Contract

- 198 (b) **Buyer Costs:**
- 199 Taxes and recording fees on notes and mortgages
- 200 Recording fees on the deed and financing statements
- 201 Loan expenses
- 202 Title evidence (if applicable under Paragraph 8)
- 203 Lender's title policy at the simultaneous issue rate
- 204 Inspections
- 205 Survey
- 206 Insurance
- 207 Other: see Addendum to Vacant Land Contract

208 (c) **Prorations:** The following items will be made current and prorated as of the day before Closing Date: real

209 estate taxes (including special benefit tax liens imposed by a CDD), interest, bonds, assessments, leases, and

210 other Property expenses and revenues. If taxes and assessments for the current year cannot be determined,

211 the previous year's rates will be used with adjustment for any exemptions.

212 (d) **Special Assessment by Public Body:** Regarding special assessments imposed by a public body, Seller will

213 pay (i) the full amount of liens that are certified, confirmed, and ratified before closing and (ii) the amount of the

214 last estimate of the assessment if an improvement is substantially completed as of Effective Date but has not

215 resulted in a lien before closing; and Buyer will pay all other amounts. If special assessments may be paid in

216 installments, Seller Buyer (Buyer if left blank) will pay installments due after closing. If Seller is

217 checked, Seller will pay the assessment in full before or at the time of closing. Public body does not include a

218 Homeowners' or Condominium Association.

219 (e) **PROPERTY TAX DISCLOSURE SUMMARY: BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT**

220 **PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT BUYER MAY BE OBLIGATED TO**

221 **PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY**

Buyer  () and Seller    acknowledge receipt of a copy of this page, which is 4 of 8 pages.

Attachment: File # 15053 - Exhibit A (15053 : Purchase of Property at 939 N.W. 5th Avenue, Miami, Florida, 33136; 720 N.W. 4th Avenue, Miami,

222 IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER
223 PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE
224 COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.

225 (f) **Foreign Investment in Real Property Tax Act ("FIRPTA"):** If **Seller** is a "foreign person" as defined by
226 FIRPTA, **Seller** and **Buyer** will comply with FIRPTA, which may require **Seller** to provide additional cash at
227 closing.

228 (g) **1031 Exchange:** If either **Seller** or **Buyer** wish to enter into a like-kind exchange (either simultaneously with
229 closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will cooperate
230 in all reasonable respects to effectuate the Exchange including executing documents, provided, however, that
231 the cooperating party will incur no liability or cost related to the Exchange and that the closing will not be
232 contingent upon, extended, or delayed by the Exchange.

233 **11. Computation of Time:** Calendar days will be used when computing time periods, except time periods of 5 days
234 or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal
235 holidays specified in 5 U.S.C. 6103(a). Other than time for acceptance and Effective Date as set forth in Paragraph
236 3, any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or
237 inserted herein, which shall end or occur on a Saturday, Sunday, or national legal holiday (see 5 U.S.C. 6103)
238 shall extend until 5:00 p.m. (where the Property is located) of the next business day. **Time is of the essence in
239 this Contract.**

240 **12. Risk of Loss; Eminent Domain:** If any portion of the Property is materially damaged by casualty before closing
241 or **Seller** negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain
242 proceedings or an eminent domain proceeding is initiated, **Seller** will promptly inform **Buyer**. Either party may
243 terminate this Contract by written notice to the other within 10 days after **Buyer's** receipt of **Seller's** notification,
244 and **Buyer's** deposit(s) will be returned, failing which **Buyer** will close in accordance with this Contract and receive
245 all payments made by the governmental authority or insurance company, if any.

246 **13. Force Majeure:** **Seller** or **Buyer** will not be required to perform any obligation under this Contract or be liable to
247 each other for damages so long as the performance or non-performance of the obligation is delayed, caused, or
248 prevented by an act of God or force majeure. An "act of God or "force majeure" is defined as hurricanes,
249 earthquakes, floods, fire, unusual transportation delays, wars, insurrections, and any other cause not reasonably
250 within the control of **Seller** or **Buyer** and which by the exercise of due diligence the non-performing party is unable
251 in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for the period
252 that the act of God or force majeure is in place. However, in the event that such act of God or force majeure event
253 continues beyond 30 days, either party may terminate this Contract by delivering written notice to the other; and
254 **Buyer's** deposit(s) will be returned.

255 **14. Notices:** All notices will be in writing and delivered to the parties and Broker by mail, personal delivery, or
256 electronic means. **Buyer's failure to timely deliver written notice to Seller, when such notice is required by
257 this Contract, regarding any contingency will render that contingency null and void, and this Contract will
258 be construed as if the contingency did not exist. Any notice, document, or item delivered to or received by
259 an attorney or licensee (including a transactions broker) representing a party will be as effective as if
260 delivered to or received by that party.**

261 **15. Complete Agreement; Persons Bound:** This Contract is the entire agreement between **Seller** and **Buyer**.
262 **Except for brokerage agreements, no prior or present agreements will bind Seller, Buyer, or Broker unless
263 incorporated into this Contract.** Modifications of this Contract will not be binding unless in writing, signed or
264 initialed, and delivered by the party to be bound. Electronic signatures will be acceptable and binding. This
265 Contract, signatures, initials, documents referenced in this Contract, counterparts, and written modifications
266 communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding.
267 Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any
268 provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully
269 effective. **Seller** and **Buyer** will use diligence and good faith in performing all obligations under this Contract. This
270 Contract will not be recorded in any public record. The terms "**Seller**," "**Buyer**," and "**Broker**" may be singular or
271 plural. This Contract is binding on the heirs, administrators, executors, personal representatives, and assigns, if
272 permitted, of **Seller**, **Buyer**, and Broker.

273 **16. Default and Dispute Resolution:** This Contract will be construed under Florida law. This Paragraph will survive
274 closing or termination of this Contract.

275 (a) **Seller Default:** If **Seller** fails, neglects, or refuses to perform **Seller's** obligations under this Contract, **Buyer**
276 may elect to receive a return of **Buyer's** deposit(s) without thereby waiving any action for damages resulting

Buyer (M) () and Seller (MS) (MS) (MS) acknowledge receipt of a copy of this page, which is 5 of 8 pages.

VAC-14xx Rev 7/23

Licensed to Alta Star Software and ID: D-761925077.FXXJ.106147

Software and added formatting © 2023 Alta Star Software, all rights reserved. • www.altastar.com • (877) 279-8898

©2023 Florida Realtors®

Attachment: File # 15053 - Exhibit A (15053 : Purchase of Property at 939 N.W. 5th Avenue, Miami, Florida, 33136; 720 N.W. 4th Avenue, Miami,

277 from **Seller's** breach and may seek to recover such damages or seek specific performance. **Seller** will also be
 278 liable for the full amount of the brokerage fee.
 279 ~~(b) **Buyer Default:** If **Buyer** fails, neglects, or refuses to perform **Buyer's** obligations under this Contract~~
 280 including payment of deposit(s), within the time(s) specified, **Seller** may elect to recover and retain the
 281 deposit(s), paid and agreed to be paid, for the account of **Seller** as agreed upon liquidated damages,
 282 consideration for execution of this Contract, and in full settlement of any claims, whereupon **Seller** and **Buyer**
 283 will be relieved from all further obligations under this Contract; or **Seller**, at **Seller's** option, may proceed in
 284 equity to enforce **Seller's** rights under this Contract.

285 **17. Attorney's Fees; Costs:** In any litigation permitted by this Contract, the prevailing party shall be entitled to
 286 recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting
 287 the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

288 **18. Escrow Agent; Closing Agent:** **Seller** and **Buyer** authorize Escrow Agent and closing agent (collectively
 289 "Agent") to receive, deposit, and hold funds and other items in escrow and, subject to Collection, disburse them
 290 upon proper authorization and in accordance with Florida law and the terms of this Contract, including disbursing
 291 brokerage fees. "Collection" or "Collected" means any checks tendered or received have become actually and
 292 finally collected and deposited in the account of Agent. The parties agree that Agent will not be liable to any person
 293 for misdelivery of escrowed items to **Seller** or **Buyer**, unless the misdelivery is due to Agent's willful breach of this
 294 Contract or gross negligence. If Agent interpleads the subject matter of the escrow, Agent will pay the filing fees
 295 and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the escrowed
 296 funds or equivalent and charged and awarded as court costs in favor of the prevailing party.

297 **19. Professional Advice; Broker Liability:** Broker advises **Seller** and **Buyer** to verify all facts and representations
 298 that are important to them and to consult an appropriate professional for legal advice (for example, interpreting this
 299 Contract, determining the effect of laws on the Property and this transaction, status of title, foreign investor
 300 reporting requirements, the effect of property lying partially or totally seaward of the CCCL, etc.) and for tax,
 301 property condition, environmental, and other specialized advice. **Buyer** acknowledges that all representations
 302 (oral, written, or otherwise) by Broker are based on **Seller** representations or public records. **Buyer agrees to rely**
 303 **solely on Seller, professional inspectors, and government agencies for verification of the Property**
 304 **condition and facts that materially affect Property value.** **Seller** and **Buyer** respectively will pay all costs and
 305 expenses, including reasonable attorneys' fees at all levels, incurred by Broker and Broker's officers, directors,
 306 agents, and employees in connection with or arising from **Seller's** or **Buyer's** misstatement or failure to perform
 307 contractual obligations. **Seller** and **Buyer** hold harmless and release Broker and Broker's officers, directors,
 308 agents, and employees from all liability for loss or damage based on (i) **Seller's** or **Buyer's** misstatement or failure
 309 to perform contractual obligations; (ii) the use or display of listing data by third parties, including, but not limited to,
 310 photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, and remarks related
 311 to the Property; (iii) Broker's performance, at **Seller's** or **Buyer's** request, of any task beyond the scope of
 312 services regulated by Chapter 475, Florida Statutes, as amended, including Broker's referral, recommendation, or
 313 retention of any vendor; (iv) products or services provided by any vendor; and (v) expenses incurred by any
 314 vendor. **Seller** and **Buyer** each assume full responsibility for selecting and compensating their respective vendors.
 315 This Paragraph will not relieve Broker of statutory obligations. For purposes of this Paragraph, Broker will be
 316 treated as a party to this Contract. This Paragraph will survive closing.




317 **20. Commercial Real Estate Sales Commission Lien Act:** If the Property is commercial real estate as defined by
 318 Section 475.701, Florida Statutes, the following disclosure will apply: The Florida Commercial Real Estate Sales
 319 Commission Lien Act provides that when a broker has earned a commission by performing licensed services
 320 under a brokerage agreement with you, the broker may claim a lien against your net sales proceeds for the
 321 broker's commission. The broker's lien rights under the act cannot be waived before the commission is earned.

322 **21. Brokers:** The licensee(s) and brokerage(s) named below are collectively referred to as "Broker." **Instruction to**
 323 **closing agent:** **Seller** and **Buyer** direct Closing Agent to disburse at Closing the full amount of the brokerage
 324 fees as specified in separate brokerage agreements with the parties and cooperative agreements between the
 325 Brokers, except to the extent Broker has retained such fees from the escrowed funds. This Paragraph will not be
 326 used to modify any MLS or other offer of compensation made by **Seller** or listing broker to cooperating brokers.

327 N/A
 328 **Seller's** Sales Associate/License No.

N/A
Buyer's Sales Associate/License No.

Attachment: File # 15053 - Exhibit A (15053 : Purchase of Property at 939 N.W. 5th Avenue, Miami, Florida, 33136; 720 N.W. 4th Avenue, Miami,

Buyer  () and Seller    acknowledge receipt of a copy of this page, which is 6 of 8 pages.
 VAC-14xx Rev 7/23
 Licensed to Alta Star Software and ID: D-761925077.FXXJ.106147
 Software and added formatting © 2023 Alta Star Software, all rights reserved. • www.altastar.com • (877) 279-8898

329 N/A
 330 **Seller's Sales Associate Email Address**
 331
 332 N/A
 333 **Seller's Sales Associate Phone Number**
 334
 335 N/A
 336 **Listing Brokerage**
 337
 338 N/A
 339 **Listing Brokerage Address**

N/A
Buyer's Sales Associate Email Address
N/A
Buyer's Sales Associate Phone Number
N/A
Buyer's Brokerage
N/A
Buyer's Brokerage Address

340 **22. Addenda:** The following additional terms are included in the attached addenda and incorporated into this Contract
 341 **(Check if applicable):**
 342 A. Back-up Contract
 343 B. Kick Out Clause
 344 C. Other Addendum to Vacant Land Contract

345 **23. Additional Terms:** _____
 346 _____
 347 _____
 348 _____
 349 _____
 350 _____
 351 _____
 352 _____
 353 _____
 354 _____
 355 _____
 356 _____
 357 _____
 358 _____
 359 _____
 360 _____

COUNTER-OFFER/REJECTION

362 Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and
 363 deliver a copy of the acceptance to Seller).
 364 Seller rejects Buyer's offer

365 **[The remainder of this page is intentionally left blank.**
 366 **This Contract continues with Line 367 on Page 8 of 8.]**

Buyer (MS) () and Seller (MS) (MS) (MS) acknowledge receipt of a copy of this page, which is 7 of 8 pages.

Attachment: File # 15053 - Exhibit A (15053 : Purchase of Property at 939 N.W. 5th Avenue, Miami, Florida, 33136; 720 N.W. 4th Avenue, Miami,

367 This is intended to be a legally binding Contract. If not fully understood, seek the advice of an attorney before
368 signing.

369 **ATTENTION: SELLER AND BUYER**
370 **CONVEYANCES TO FOREIGN BUYERS:** Part III of Chapter 692, Sections 692.201 - 692.205, Florida Statutes, 2023
371 (the "Act"), in part, limits and regulates the sale, purchase and ownership of certain Florida properties by certain buyers
372 who are associated with a "foreign country of concern", namely: the People's Republic of China, the Russian
373 Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the
374 Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic. **It is a crime to buy or knowingly sell property**
375 **in violation of the Act.**
376 **At time of purchase, Buyer must provide a signed Affidavit which complies with the requirements of the Act.**
377 **Seller and Buyer are advised to seek legal counsel regarding their respective obligations and liabilities under the Act.**

378 SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY,
a public agency and body incorporated pursuant to Section 163.356, Florida Statute

379 **Buyer:** James McQueen Date: 10/30/2023
380 Print name: James McQueen, Executive Director

381 **Buyer:** Vincent Brown Date: 10/30/2023
382 Print name: Vincent T. Brown, Staff Counsel

383 **Buyer's address for purpose of notice:**
384 Address: _____
385 Phone: _____ Fax: _____ Email: _____

386 **Seller:** Meredith Sonson Date: 10/27/2023
387 Print name: Meredith Sonson Title: Director and Vice President

388 **Seller:** Meredith Sonson Date: 10/27/2023
389 Print name: Meredith Sonson Title: Authorized Signatory, Director and Vice President

390 **Seller's address for purpose of notice:**
391 Address: c/o Holland & Knight, LLP, Attn: Shawn S. Amual, Esq.
392 Phone: 305-789-7591 Fax: 305-789-7799 Email: shawn.amual@hklaw.com

Florida REALTORS® makes no representation as to the legal validity or adequacy of any provision of this form in any specific transaction. This standardized form should not be used in complex transactions or with extensive riders or additions. This form is available for use by the entire real estate industry and is not intended to identify the user as REALTOR®. REALTOR® is a registered collective membership mark which may be used only by real estate licensees who are members of the NATIONAL ASSOCIATION OF REALTORS® and who subscribe to its Code of Ethics. The copyright laws of United States (17 U.S. Code) forbid the unauthorized reproduction of this form by any means including facsimile or computerized forms.

Buyer M () and Seller MS MS MS acknowledge receipt of a copy of this page, which is 8 of 8 pages.

Attachment: File # 15053 - Exhibit A (15053 : Purchase of Property at 939 N.W. 5th Avenue, Miami, Florida, 33136; 720 N.W. 4th Avenue, Miami,

ADDENDUM NO. ONE TO THAT CERTAIN VACANT LAND CONTRACT DATED OCTOBER ____, 2023 BETWEEN FRONTIER FUELS INC., a Wyoming corporation NATIONAL FINANCIAL CORPORATION, a Wyoming corporation and FLEET FINANCE & MORTGAGE, INC., a Florida corporation, collectively, AS SELLER, AND SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY, a public agency and body corporate created pursuant to Section 163.356, Florida Statute, AS BUYER

This Addendum No. One (“Addendum”) is to be made part of, and incorporated into, the Commercial Contract dated as of the date hereof, (“Contract”) between: **FRONTIER FUELS INC., a Wyoming corporation, NATIONAL FINANCIAL CORPORATION, a Wyoming corporation and FLEET FINANCE & MORTGAGE, INC., a Florida corporation,** (collectively, as “Seller”) and **SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY, a public agency and body corporate created pursuant to Section 163.356, Florida Statute, (“Buyer”)** for the property described in Exhibit A attached hereto (“Property”).

Buyer and Seller may each be referred to herein as a “Party” and collectively as the “Parties”. The Contract and this Addendum together constitute the “Agreement”.

The Seller and the Buyer agree as follows:

1. LIMITATION OF SELLER’S LIABILITY AND BUYER’S WAIVER OF IMPORTANT RIGHTS:

BUYER AGREES THAT BUYER IS BUYING THE PROPERTY “AS IS” (AS MORE FULLY SET FORTH IN SECTION 4 OF THIS ADDENDUM).

BUYER AGREES THAT SELLER SHALL NOT BE LIABLE TO BUYER UNDER ANY CIRCUMSTANCES FOR ANY SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR ANY OTHER LEGAL OR EQUITABLE PRINCIPLE, THEORY, OR CAUSE OF ACTION ARISING OUT OF OR RELATED IN ANY WAY TO ANY CLAIM, INCLUDING, BUT NOT LIMITED TO, THE AFOREMENTIONED CLAIMS.

SELLER’S LIMITATION OF LIABILITY AND BUYER’S WAIVERS PROVIDED IN THE AGREEMENT ARE A MATERIAL PART OF THE CONSIDERATION TO BE RECEIVED BY THE SELLER UNDER THE AGREEMENT AS NEGOTIATED AND AGREED TO BY THE BUYER AND THE SELLER.

BUYER AND SELLER WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY LITIGATION ARISING FROM OR RELATED IN ANY WAY TO THE AGREEMENT.

THE BUYER FURTHER WAIVES THE FOLLOWING, TO THE FULLEST EXTENT PERMITTED BY LAW:

BUYER (initials) MS
SELLER (initials) MS MS MS

- (A) ANY CLAIMS ARISING OUT OF OR RELATING IN ANY WAY TO ENCROACHMENTS, EASEMENTS, BOUNDARIES, SHORTAGES IN AREA OR ANY OTHER MATTER THAT WOULD BE DISCLOSED OR REVEALED BY A SURVEY OR INSPECTION OF THE PROPERTY OR SEARCH OF PUBLIC RECORDS; AND
- (B) ANY CLAIMS ARISING OUT OF OR RELATING IN ANY WAY TO THE SQUARE FOOTAGE, SIZE, OR LOCATION OF THE PROPERTY, OR ANY INFORMATION PROVIDED ON THE MULTIPLE LISTING SERVICE, OR BROCHURES OR WEB SITES OF SELLER OR SELLER'S AGENT OR BROKER

References to the "Seller" in this Section 1 of this Addendum shall include the Seller and the Indemnified Parties (as defined in Section 14 of this Addendum, and all references in this Addendum to "Indemnified Parties" or "INDEMNIFIED PARTIES" shall have the meaning set forth in Section 14.

2. Effective Date: The date of Seller's execution of this Addendum shall be the "Effective Date" of the Agreement, notwithstanding any prior understanding or agreement with respect to the terms set forth herein. The Agreement shall be null and void if the Agreement signed by the Buyer is not actually received by the Seller before the Seller accepts a competing offer, or gives verbal or written notice of revocation to the Buyer, the Buyer's agent or attorney, or the listing agent. The Agreement must be approved by the Seller's management, and must be signed by all parties in order to be binding. Seller acknowledges that Buyer must obtain approval from Buyer's Board of Commissioners ("BOC Approval"), and that BOC Approval must be received during the Inspection Period.

3. Disclosures:

- (A) The Property may be subject to unpaid special assessment lien(s) imposed by a public body ("public body"). Such lien(s), if any, whether certified, confirmed and ratified, pending, or payable in installments, as of Closing, shall be paid by Seller at Closing.
- (B) **PROPERTY TAX DISCLOSURE SUMMARY: BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.**

4. CONDITION OF PROPERTY: AS A MATERIAL PART OF THE CONSIDERATION TO BE RECEIVED BY THE SELLER UNDER THE AGREEMENT AS NEGOTIATED AND AGREED TO BY THE BUYER AND THE

BUYER (initials) JM
 SELLER (initials) MS MS MS

Attachment: File # 15053 - Exhibit A (15053 : Purchase of Property at 939 N.W. 5th Avenue, Miami, Florida, 33136; 720 N.W. 4th Avenue, Miami,

SELLER, THE BUYER ACKNOWLEDGES AND AGREES TO ACCEPT THE PROPERTY IN "AS IS" CONDITION AT THE TIME OF CLOSING, INCLUDING, WITHOUT LIMITATION, ANY HIDDEN DEFECTS OR ENVIRONMENTAL CONDITIONS AFFECTING THE PROPERTY, WHETHER KNOWN OR UNKNOWN, WHETHER SUCH DEFECTS OR CONDITIONS WERE DISCOVERABLE THROUGH INSPECTION OR NOT. THE BUYER ACKNOWLEDGES THAT THE SELLER, AND ITS AGENTS, BROKERS, AND REPRESENTATIVES HAVE NOT MADE, AND THE SELLER SPECIFICALLY NEGATES AND DISCLAIMS, ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS, OR GUARANTEES, IMPLIED OR EXPRESS, ORAL OR WRITTEN, WITH RESPECT TO:

- (A) **THE PHYSICAL CONDITION OR ANY OTHER ASPECT OF THE PROPERTY INCLUDING, BUT NOT LIMITED TO, AVAILABILITY AND QUANTITY OR QUALITY OF WATER, STABILITY OF THE SOIL, SUSCEPTIBILITY TO LANDSLIDE OR FLOODING, SUFFICIENCY OF DRAINAGE, MOLD OR ANY OTHER MATTER AFFECTING THE STABILITY OR INTEGRITY OF THE PROPERTY;**
- (B) **THE CONFORMITY OF THE PROPERTY TO ANY ZONING, LAND USE OR BUILDING CODE REQUIREMENTS OR COMPLIANCE WITH ANY LAWS, STATUTES, RULES, ORDINANCES, OR REGULATIONS OF ANY FEDERAL, STATE OR LOCAL GOVERNMENTAL AUTHORITY, OR THE GRANTING OF ANY REQUIRED PERMITS OR APPROVALS, IF ANY, OF ANY GOVERNMENTAL BODIES THAT HAD JURISDICTION OVER THE PROPERTY;**
- (C) **THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, INCLUDING EXHIBITORY VICES AND DEFECTS, APPARENT OR NON-APPARENT OR LATENT, THAT NOW EXIST OR MAY HEREAFTER EXIST AND THAT, IF KNOWN TO BUYER, WOULD CAUSE BUYER TO REFUSE TO PURCHASE THE PROPERTY; AND**
- (D) **THE SURFACE ESTATE MAY BE OWNED SEPARATELY FROM THE UNDERLYING MINERAL ESTATE, AND TRANSFER OF THE SURFACE ESTATE DOES NOT NECESSARILY INCLUDE TRANSFER OF THE MINERAL RIGHTS. THIRD PARTIES MAY HOLD INTERESTS IN OIL, GAS, OTHER MINERALS, GEOTHERMAL ENERGY OR WATER ON OR UNDER THE PROPERTY, WHICH INTERESTS MAY GIVE THEM RIGHTS TO ENTER AND USE THE PROPERTY. SUCH MATTERS MAY BE EXCLUDED FROM THE TITLE INSURANCE POLICY.**

Buyer shall release to Seller all reports and other work generated as a result of the Inspections.

BUYER (initials) DS
M

SELLER (initials) DS MS DS MS DS MS

5. Environmental Hazards: In the event the Property is affected by an environmental hazard discovered during the inspection period set forth in Section 9(a)(1) of the Contract, either Party may terminate the Agreement pursuant to the provisions set forth in said Section 9(a)(1). In the event the Seller decides to sell the Property to the Buyer and the Buyer agrees to purchase the Property (as evidenced by Buyer and Seller proceeding to close) despite the presence of an environmental hazard, the Buyer releases the Seller and the Indemnified Parties from any Claims arising out of or relating in any way to the environmental hazard or conditions of the Property, and Buyer agrees to also execute an additional general release at closing, in a form acceptable to Seller, related to the environmental hazard if Seller so requests. In the event the Buyer elects not to execute the additional release, Seller may, at the Seller's sole discretion, terminate the Agreement upon notice given to Buyer.

6. Notice of Violations: In the event the Seller has received, or receives prior to closing, any official notice that the Property is in violation of any laws or regulations, the Seller may terminate the Agreement or delay the date of closing. Buyer understands and agrees that Seller is under no obligation whatsoever to cure any violation whatsoever or any fines, penalties or liens arising there from. If there is an enforcement proceeding arising from allegations of such violations before an enforcement board, special master, court or similar enforcement body, and Seller does not terminate the Agreement, nor Buyer terminates the Agreement, pursuant to the time periods outlined in Section 9(a)(1) of the Contract, the Buyer agrees (a) to accept the Property subject to the violations, and (b) to be responsible for compliance with the applicable code and with orders issued in any code enforcement proceedings. Buyer agrees to execute for closing any and all documents necessary or required by any agency with jurisdiction over the Property and to resolve the deficiencies as soon as possible after the closing.

7. Real Estate Taxes:

Seller acknowledges that Buyer is a tax-exempt governmental entity. Seller will be responsible for complying with Section 196.295 of the Florida Statutes prior to Closing. The requirements for compliance with Section 196.295 provided by the Miami-Dade County Property Appraiser will be as follows:

- (A) Once the Closing Date has been determined, Closing Agent will submit a written formal request to the Miami-Dade County Property Appraiser's Office via e-mail or regular mail for a proration letter. A proration letter will be provided by Property Appraiser displaying the prorated amount of taxes due to date of closing.
- (B) Taxes will be prorated on the Closing Statement based on the amount set forth in the Property Appraiser's letter. If taxes for the year of closing are unknown on the Closing Date, the amount prorated shall be based on the amount set forth in the Property Appraiser's letter plus an additional 25% of the tax proration (the additional 25% is the "Tax Escrow") to cover any additional taxes required to be paid upon issuance of the closing year's tax bill for the Property.

BUYER (initials) M
 SELLER (initials) MS MS MS

- (C) After the Closing, Closing Agent will submit to the Tax Collector the Property Appraiser's escrow letter and the prorated tax amount of taxes stated to be due in the Property Appraiser's letter, and obtain a receipt for the deposit of the estimated taxes. Closing Agent will provide a copy of the Tax Collector receipt to Buyer.
- (D) After issuance of the actual tax bill for the Property, and upon request by Seller, Closing Agent will refund to Seller any excess funds remaining in the Tax Escrow.

8. Closing Costs and Adjustments:

- (A) Other than real estate taxes which will be subject to the provisions of Section 7, The Buyer and the Seller agree to prorate the following expenses as of closing and funding: municipal water and sewer charges, if any, utility charges, common area charges, condominium or planned unit development or similar community assessments, co-operative fees, maintenance fees, and rents, if any. In determining prorations, the Closing Date shall be allocated to the Buyer. Payment of special assessment district bonds and assessments shall be paid current by the Seller as of the Closing. If the current year's assessment is not available, the Property taxes shall be prorated based on an estimate or actual taxes from the previous year on the Property.

All prorations shall be based upon a 30-day month and all such prorations shall be final. The Seller shall not be responsible for any amounts due after the closing date, or to be paid after closing, including, but not limited to, any taxes, penalties or interest assessed or due as a result of retroactive, postponed or additional taxes resulting from any change in use of, or construction on, or improvement to the Property, or an adjustment in the appraised or assessed value of the Property. If the Property is heated by, or has storage tanks for fuel oil, liquefied petroleum gases, or similar fuels, the Buyer will buy the fuel in the tank at closing at the current price as calculated by the supplier. In the event the Seller has paid any taxes, special assessments, or other fees and there is a refund of any such taxes, assessments, or fees after closing, Buyer, as the then current owner of the Property, or the closing agent, in the event of a holdback for payment of such items, shall immediately remit the refund to the Seller.

- (B) Any and all fines, fees, and costs associated with all recorded or unrecorded code violations, liens arising from code violations, local improvement liens, unpaid waste, liens or fines for unpaid waste, unpaid water, liens or fines for unpaid water and any other cost, lien or fine that may appear as a result of the lien letters generated by a lien search on the property (the "Lien Letters"); may be paid by Seller in Seller's sole and absolute discretion. Any attempt by the Seller to pay for such cost, assessment, special assessment, lien or fine shall not impose an obligation upon the Seller to pay for said cost, assessment, special assessment, lien or fine. If, in Seller's sole and absolute discretion, decides not to pay for such cost, assessment, special assessment, lien or fine, the Buyer shall assume responsibility for all cost, assessment, special assessment, lien or fine remaining and proceed to

BUYER (initials) M^{DS}
 SELLER (initials) MS^{DS} MS^{DS} MS^{DS}

close this transaction. Buyer shall obtain Lien Letters within 30 days after the Effective Date. If Buyer does not give notice to Seller of any objections to the results of the Lien Letters at least 30 days prior to the Closing Date, then the Lien Letters will be deemed acceptable to Buyer. If Buyer gives notice of objections to the results set forth in the Lien Letters at least 30 days prior to the Closing Date, Seller will have the option in Seller's sole and absolute discretion either to (a) satisfy such objections on or before the Closing Date or (b) notify Buyer within 7 days that Seller is unable or unwilling to satisfy such objections. If Seller gives such notice to Buyer, then Buyer will have the option in Buyer's sole and absolute discretion either to (i) elect to accept the results in the Lien Letters subject to the matters to which Buyer has made objection or (ii) elect to terminate the Contract by delivery to Seller of notice of such termination. If Buyer elects to terminate the Contract, Buyer's deposit will be returned to Buyer by Escrow Agent, and all further rights and obligations of the parties under the Contract will terminate

9. Closing: Closing shall be held on or before December 27, 2023 (the "Closing Date") at the Seller's office located at 701 Brickell Avenue, Suite 3300, Miami, Florida 33131, at the office of the Buyer's attorney, at 2800 Ponce de Leon Boulevard, Suite 1200, Coral Gables, Florida 33134, or at any other place designated by the Seller within the county where the property is located.

10. Delivery of Possession of Property: The Seller shall deliver possession of the Property to the Buyer on the Closing Date and funding of the sale.

11. Title:

(A) Deed: The deed to be delivered at closing shall be a quitclaim deed conveying only Seller's title and interest, if any, in the Property, to Buyer without any warranties or covenants. Any reference to the term "deed" or "Quitclaim Deed" herein shall be construed to refer to such form of deed.

(B) Title Defects:

(i) The Seller is not obligated to (A) remove any exception, (B) bring any action or proceeding or bear any expense in order to convey title to the Property, or (C) make the title marketable or insurable.

(ii) Buyer shall obtain a title commitment for an owner's title insurance policy (the "Title Commitment") within 30 days after the Effective Date. If Buyer does not give notice to Seller of any objections to the conditions and exceptions set forth in the Title Commitment at least 30 days prior to the Closing Date ("Buyer's Title Objection Notice"), then the Title Commitment will be deemed acceptable to Buyer, and Buyer will accept title to the Property subject to such covenants, restrictions, easements, and reservations as may be set forth in the Title Commitment. If Buyer gives notice of objections to the conditions and exceptions set forth in the Title Commitment at least 30 days prior to the Closing Date, Seller will have the

BUYER (initials) M
SELLER (initials) MS MS MS

Attachment: File # 15053 - Exhibit A (15053 : Purchase of Property at 939 N.W. 5th Avenue, Miami, Florida, 33136; 720 N.W. 4th Avenue, Miami,

option in Seller's sole and absolute discretion either to (a) satisfy such objections on or before the Closing Date or (b) notify Buyer within 7 days that Seller is unable or unwilling to satisfy such objections. If Seller gives such notice to Buyer, then Buyer will have the option in Buyer's sole and absolute discretion either to (i) elect to accept title to the Property subject to the matters to which Buyer has made objection or (ii) elect to terminate the Contract by delivery to Seller of notice of such termination. If Buyer elects to terminate the Contract, Buyer's deposit will be returned to Buyer by Escrow Agent, and all further rights and obligations of the parties under the Contract will terminate.

- (iii) If the title company issuing the Title Commitment will not insure title and delete the standard exceptions due to the Quit Claim Deed or the Seller's refusal to provide the items required by the title company to delete the standard exceptions as set forth in section (C) below, the Buyer may include these items on the Buyer's Title Objection Notice and the same will be treated in the same manner as set forth in Section 9(B)(ii).

(C) Seller is not required to eliminate:

- (i) The standard exception set forth in the Title Commitment for: (1) taxes for the year of the effective date of this commitment and taxes for special assessments which are not shown as existing liens by the public records; (2) rights or claims of parties in possession not shown by the public records; (3) easements or claims of easements not shown by the public records; (4) any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
- (ii) The standard exception set forth in the Title Commitment for easements, or claims of easements, not shown by the public records, encroachments, overlaps, boundary line disputes, and any other matters.
- (iii) Any exception for: fines or penalties arising out of any recorded or unrecorded building violations; any recorded or unrecorded code violations, any claims of lien arising from code violations, any recorded or unrecorded local improvement liens, nor any lien or fine provided by County Ordinance or by Ch. 159, F.S., in favor of any city, town, village or port authority, for unpaid waste, unpaid water and any other service charges.
- (iv) The standard exception for any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the lands insured hereunder, including submerged, filled and artificially exposed lands, and lands accreted to such lands.

(D) Survey: Buyer, at Buyer's expense, within the time allowed to deliver evidence of title and to examine same, may have the property surveyed and certified by a registered Florida surveyor.

BUYER (initials) MS

SELLER (initials) MS MS MS

- (E) Restrictions; Easements, Limitations: Seller shall convey title subject to: comprehensive land use plans, zoning, restrictions, prohibition and other requirements imposed by governmental authority; restrictions and matters appearing on the plat or otherwise common to the subdivision; outstanding oil, gas and mineral rights of record without right of entry; unplatted public utility easements of record; and taxes for the year of Closing and subsequent years. Seller does not warrant nor represent that there is ingress or egress to the real property sufficient for its intended use. The Seller is not obligated to remove any exception.
- (F) Flood Zone: Buyer is advised to verify with appropriate government agencies which flood zone the Property is in, whether flood insurance is required and what restrictions apply to improving the Property and rebuilding in the event of casualty.
- (G) Government Regulation: Buyer is advised that changes in government regulations and levels of service which affect Buyer's intended use of the Property, that occur after the Feasibility Period, will not be grounds for canceling this Contract.
- (H) Zoning: If the Property must be rezoned, Buyer will obtain the rezoning from the appropriate government agencies. Seller MAY sign, in its sole and absolute discretion, documents Buyer is required to file in connection with development or rezoning approvals.

12. Representations and Warranties of Buyer:

In addition to Buyer's representations and warranties made elsewhere herein, the Buyer represents and warrants to the Seller the following:

- (A) The Buyer is purchasing the Property solely in reliance on its own investigation and inspection of the Property and not on any information, representation or warranty provided or to be provided by the Seller, its servicers, representatives, brokers, employees, agents, or assigns, including, but not limited to, any information provided on any brochures or web sites of Seller or Seller's agents or brokers, or any information on the Multiple Listing Service;
- (B) Neither the Seller, nor its servicers, employees, representatives, brokers, agents or assigns, has made any representations or warranties, implied or express, relating to the condition of the Property or the contents thereof; and
- (C) The Buyer has not relied on any representation or warranty from the Seller, or Seller's agents or brokers regarding the nature, quality, or workmanship of any repairs made by the Seller.

13. Representations and Warranties of Buyer:

- (A) Seller has full power and authority to enter into and perform this Agreement in accordance with its terms.

BUYER (initials) DS
JM

SELLER (initials) DS
MS DS
MS DS
MS

- 14. Seller's Remedies for Buyer's Default: In the event of Buyer's material breach or material misrepresentation of any fact under the terms of the Agreement, (1) the Seller shall retain the Non-Refundable Deposit, (2) the Seller is automatically released from the obligation to sell the Property to the Buyer, and (3) Seller and the Indemnified Parties shall not be liable to the Buyer for any Claims arising out of or relating in any way to the Seller's failure to sell and convey the Property to Buyer.
- 15. Representations and Warranties of Seller: Notwithstanding anything to the contrary herein (including, without limitation, any language to contrary in the Contract) Buyer hereby recognizes and agree that Seller makes no representation, warranty or covenant as to Seller's title to, or interest in, the Property.
- 16. Indemnification: The Buyer agrees to indemnify, defend and hold harmless Seller, and its affiliates, subsidiaries, parent company, representatives, agents, officers, directors, employees, attorneys, shareholders, servicers, tenants, brokers, predecessors, successors, and assigns ("Indemnified Parties") from and against any and all claims, causes of action, whether administrative or judicial, losses, costs (including any and all reasonable attorneys' fees, court costs, and reasonable costs of investigation, litigation, and settlement), expenses, sanctions, curtailments, interest, liabilities, penalties, fines, demands, liens, judgments, compensation, fees, loss of profits, injuries, death, and/or damages, of any kind whatsoever, whether known or unknown, fixed or contingent, joint or several, criminal or civil, or in law or in equity ("Claims") arising from, in connection with, or in any way relating to inspections or repairs made by the Buyer or its agents, representatives, brokers, employees, contractors, successors or assigns.
- 17. Risk of Loss: If after the effective date, the property is damaged by fire, destruction, or other casualty loss to the Property after the Seller's acceptance of the Agreement and prior to closing and funding, the Seller may, at its sole discretion, repair or restore the Property, or either Party may terminate the Agreement. If the Seller elects to repair or restore the Property, then the Seller may, at its sole discretion, limit the amount to be expended. If the Seller elects to repair or restore the Property, the Buyer shall acquire the Property in its AS-IS condition at the time of such acquisition at the purchase price with no reduction for such loss.
- 18. Severability: If any provision of the Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions shall not be affected or impaired thereby, and no provision shall be deemed dependent upon any other provision unless so expressed herein.
- 19. Termination of Agreement: If either Party terminates the Agreement when permitted to do so, the Parties shall have no further obligation to each other.
- 20. Assignment of Agreement: The Buyer shall not assign the Agreement. The Seller may assign the Agreement at its sole discretion without prior notice to, or consent of, the Buyer.
- 21. Modification and Waiver: No provision, term or clause of the Agreement shall be revised, modified, amended or waived, except by an instrument in writing signed by the Buyer and the Seller. The waiver by any Party of a breach of the Agreement shall not operate or be

BUYER (initials) M

SELLER (initials) MS MS MS

Attachment: File # 15053 - Exhibit A (15053 : Purchase of Property at 939 N.W. 5th Avenue, Miami, Florida, 33136; 720 N.W. 4th Avenue, Miami,

construed as a waiver of any other or subsequent breach. No course of dealing between the Parties shall operate as a waiver of any provision of the Agreement.

- 22. Intentionally Omitted.
- 23. Rights of Others: The Agreement does not create any rights, claims or benefits inuring to any person or entity, other than Seller’s successors and/or assigns, that is not a Party to the Agreement, nor does it create or establish any third party beneficiary to the Agreement.
- 24. Counterparts and Facsimile: The Agreement may be executed simultaneously in any number of counterparts. Each counterpart shall be deemed to be an original, and all such counterparts shall constitute one and the same instrument. A signed facsimile or photocopy of the Agreement shall be treated as an original, and shall be deemed to be as binding, valid, genuine, and authentic as an originally signed agreement for all purposes, including all matters of evidence and the “best evidence” rule.
- 25. Headings: The titles to the sections and headings of various paragraphs of the Agreement are placed for convenience of reference only, and in case of conflict the text of the Agreement, rather than such titles or headings, shall control.
- 26. Gender: Unless the context otherwise requires, singular nouns and pronouns, when used herein, shall be deemed to include the plural of such nouns or pronouns, and pronouns of one gender shall be deemed to include the equivalent pronoun of the other gender.
- 27. Force Majeure: No Party shall be responsible for delays or failure of performance resulting from acts of God, riots, acts of war, epidemics, power failures, earthquakes or other disasters, providing such delay or failure of performance could not have been prevented by reasonable precautions and cannot reasonably be circumvented by such Party through use of alternate sources, workaround plans, or other means.
- 28. Attorney Review: The Buyer acknowledges that Buyer has had the opportunity to consult with its legal counsel regarding the Agreement and that accordingly the terms of the Agreement are not to be construed against any Party because that Party drafted the Agreement or construed in favor of any Party because that Party failed to understand the legal effect of the provisions of the Agreement.
- 29. Dispute Resolution: THIS CONTRACT WILL BE CONSTRUED UNDER FLORIDA LAW. VENUE AND JURISDICTION SHALL BE EXCLUSIVELY IN MIAMI-DADE COUNTY, FLORIDA. ALL CONTROVERSIES, CLAIMS, AFFIRMATIVE OR DEFENSIVE LEGAL PROCEEDINGS, AND OTHER MATTERS IN QUESTION ARISING OUT OF OR RELATING TO THIS TRANSACTION OR THIS CONTRACT OR ITS BREACH OR ANY OTHER DOCUMENTS SIGNED BY THE PARTIES IN CONNECTION THEREWITH WILL BE SETTLED IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT IN AND FOR MIAMI-DADE COUNTY, FLORIDA.
- 30. EFFECT OF ADDENDUM: THIS ADDENDUM AMENDS AND SUPPLEMENTS THE CONTRACT. IN THE EVENT THERE IS ANY CONFLICT BETWEEN THIS

BUYER (initials) MS

SELLER (initials) MS MS MS

Attachment: File # 15053 - Exhibit A (15053 : Purchase of Property at 939 N.W. 5th Avenue, Miami, Florida, 33136; 720 N.W. 4th Avenue, Miami,

ADDENDUM AND THE CONTRACT, THE TERMS OF THIS ADDENDUM TAKE PRECEDENCE AND SHALL PREVAIL. The undersigned, if executing the Agreement on behalf of a Seller and/or a Buyer that is a corporation, partnership, trust or other entity, represents and warrants that he/she is authorized by that entity to enter into the Agreement and bind the entity to perform all duties and obligations stated in the Agreement and shall provide Seller with proof of such authority upon execution of the Agreement.

- 31. Corporate or Other Legal Entity: The undersigned, if executing the Agreement on behalf of a Seller and/or a Buyer that is a corporation, partnership, trust or other entity, represents and warrants that he/she is authorized by that entity to enter into the Agreement and bind the entity to perform all duties and obligations stated in the Agreement and shall provide Seller with proof of such authority upon execution of the Agreement. Seller shall comply with the provisions of Section 286.23, Florida Statutes, regarding disclosure of beneficial interest at least ten (10) days prior to the Closing Date.
- 32. Initials: Buyer and Seller agree to all of the terms in the Agreement whether any provision or page is separately initialed or not. For emphasis some sections or provisions in the Agreement contain a place for Buyer and/or Seller to separately initial, but the failure by Buyer or Seller to initial any section, provision, or page in the Agreement shall not affect the enforceability of any term or provision in the Agreement.
- 33. Entire Agreement: The Agreement (including any disclosure of information on lead based paint or hazards, and other disclosure forms or notices required by law to be provided to Buyer) constitutes the entire agreement between the Buyer and the Seller concerning the subject matter hereof and supersedes all previous written and oral communications, understandings, representations, warranties, covenants, and agreements. Further, Buyer and Seller represent that there are no oral or other written agreements between the Parties. **ALL NEGOTIATIONS ARE MERGED INTO THE AGREEMENT, AND NO ORAL OR WRITTEN, EXPRESS OR IMPLIED, PROMISES, REPRESENTATIONS, WARRANTIES, COVENANTS, UNDERSTANDINGS, COMMUNICATIONS, AGREEMENTS, OR INFORMATION MADE OR PROVIDED BY THE SELLER, OR SELLER'S EMPLOYEES, AGENTS, REPRESENTATIVES, OR BROKERS, INCLUDING, BUT NOT LIMITED TO ANY INFORMATION ON SELLER'S OR SELLER'S AGENT OR BROKER'S WEB SITES, SALES BROCHURES, OR ON THE MULTIPLE LISTING SERVICE SHALL BE DEEMED VALID OR BINDING UPON THE SELLER, UNLESS EXPRESSLY INCLUDED IN THE AGREEMENT.**
- 34. Time: Calendar days shall be used in computing time periods except periods of less than six (6) days, in which event Saturdays, Sundays, and state or national legal holidays shall be excluded. Any time periods provided for herein which shall end on Saturday, Sunday, or state or national legal holiday shall extend to 5:00p.m. Eastern Standard Time of the next business day. Time is of the essence in this contract.
- 35. Attorneys' Fees, Court Costs, and Legal Expenses: In any action, proceeding, or arbitration arising out of, brought under, or relating to the terms or enforceability of the Agreement

BUYER (initials) MS

SELLER (initials) MS MS MS

Attachment: File # 15053 - Exhibit A (15053 : Purchase of Property at 939 N.W. 5th Avenue, Miami, Florida, 33136; 720 N.W. 4th Avenue, Miami,

the prevailing Party shall be entitled to recover from the losing Party all reasonable attorneys' fees, costs, and expenses incurred in such action, proceeding, or arbitration.

- 36. **LANGUAGE IN BOLD OR CAPITALIZED: FOR EMPHASIS AND BUYER'S BENEFIT SOME PROVISIONS HAVE BEEN BOLDED AND/OR CAPITALIZED (LIKE THIS SECTION), BUT EACH AND EVERY PROVISION IN THIS ADDENDUM IS SIGNIFICANT AND SHOULD BE REVIEWED AND UNDERSTOOD. NO PROVISION SHOULD BE IGNORED OR DISREGARDED BECAUSE IT IS NOT IN BOLD OR EMPHASIZED IN SOME MANNER, AND THE FAILURE TO BOLD, CAPITALIZE, OR EMPHASIZE IN SOME MANNER ANY TERMS OR PROVISIONS IN THIS ADDENDUM SHALL NOT AFFECT THE ENFORCEABILITY OF ANY TERMS OR PROVISIONS.**

Attachment: File # 15053 - Exhibit A (15053 : Purchase of Property at 939 N.W. 5th Avenue, Miami, Florida, 33136; 720 N.W. 4th Avenue, Miami,

BUYER (initials) DS
JM

SELLER (initials) DS
MS DS
MS DS
MS

IN WITNESS WHEREOF, the Buyer and the Seller have entered into this Addendum effective as of the date it is executed by Seller as set forth below.

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT, IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING THIS INSTRUMENT.

BUYER:

SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY, a public agency and body corporate created pursuant to Section 163.356, Florida Statute

DocuSigned by:
James McQueen
Signature: _____
Print Name: James McQueen
Title: Executive Director
Date: 10/30/2023

Approved as to form:

DocuSigned by:
Vincent Brown
By: _____
Print Name: Vincent T. Brown, Esq.
Title: Staff Counsel
Date: 10/30/2023

SELLER:

FRONTIER FUELS INC., a Wyoming corporation

DocuSigned by:
Meredith Sonson
Signature: _____
Print Name: Meredith Sonson
Title: Authorized Signatory, Director, and Vice President
Date: 10/27/2023

NATIONAL FINANCIAL CORPORATION, a Wyoming corporation

DocuSigned by:
Meredith Sonson
Signature: _____
Print Name: Meredith Sonson
Title: Authorized Signatory
Date: 10/27/2023

FLEET FINANCE & MORTGAGE, INC., a Florida corporation

DocuSigned by:
Meredith Sonson
Signature: _____
Print Name: Meredith Sonson
Title: Authorized Signatory, Director and Vice President
Date: 10/27/2023

BUYER (initials) *JM*
SELLER (initials) *MS MS MS*

Exhibit A

“Property”

(A) 440 N.W. 10 St., Miami, FL (Tax Folio No. 01-0102-080-1012):

The West 5 feet of Lot 4 and all of Lots 5, 6 and 7, Block 28, NORTH, CITY OF MIAMI, according to the plat thereof as recorded in Plat Book B, Page 41 of the Public Records of Miami-Dade County, Florida.


(B) 720 N.W. 4 Avenue, Miami, FL (Tax Folio No. 01-3137-028-0030):




Lot 4, DAVENPORT TERRACE, according to the plat thereof, as recorded in Plat Book 1, Page 81, of the Public Records of Miami-Dade County, Florida.

(C) 939 N.W. 5 Avenue, Miami, FL (Tax Folio No. 01-0102-080-1049):

The South 50 feet of Lots 9 and 10, Block 28, NORTH, CITY OF MIAMI, according to the plat thereof as recorded in Plat Book B, Page 41, of the Public Records of Miami-Dade County, Florida.

Attachment: File # 15053 - Exhibit A (15053 : Purchase of Property at 939 N.W. 5th Avenue, Miami, Florida, 33136; 720 N.W. 4th Avenue, Miami,

BUYER (initials) 

SELLER (initials)   

MAP OF BOUNDARY SURVEY

LEGEND

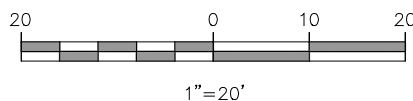
ABBREVIATIONS:

- A = ARC DISTANCE
- AC = AIR CONDITIONER PAD
- BCR = BROWARD COUNTY RECORDS
- BLDG = BUILDING
- BM = BENCH MARK
- BOB = BASIS OF BEARINGS
- CBS = CONCRETE BLOCK & STUCCO
- (C) = CALCULATED
- C&G = CURB & GUTTER
- CLF = CHAIN LINK FENCE
- COL = COLUMN
- D.E. = DRAINAGE EASEMENT
- D.M.E. = DRAINAGE & MAINTENANCE EASEMENT
- D/W = DRIVEWAY
- EB = ELECTRIC BOX
- ENC. = ENCROACHMENT
- EP = EDGE OF PAVEMENT
- EW = EDGE OF WATER
- FDH = FOUND DRILL HOLE
- FFE = FINISHED FLOOR ELEVATION
- FIP = FOUND IRON PIPE (NO ID)
- FIR = FOUND IRON ROD (NO ID)
- FN = FOUND NAIL (NO ID)
- FN&D = FOUND NAIL & DISK
- FPL = FLORIDA POWER & LIGHT TRANSFORMER PAD
- L.E. = LANDSCAPE EASEMENT
- L.M.E. = LAKE MAINTENANCE EASEMENT
- (M) = MEASURED
- MDCR = MIAMI-DADE COUNTY RECORDS
- MH = MAN HOLE
- ML = MONUMENT LINE
- (P) = PLAT
- PB = PLAT BOOK
- PC = POINT OF CURVATURE
- PCP = PERMANENT CONTROL POINT
- PE = POOL EQUIPMENT PAD
- PG = PAGE
- PI = POINT OF INTERSECTION
- PL = PLANTER
- POB = POINT OF BEGINNING
- POC = POINT OF COMMENCEMENT
- PRC = POINT OF REVERSE CURVATURE
- PRM = PERMANENT REFERENCE MONUMENT
- PT = POINT OF TANGENCY
- R = RADIUS DISTANCE
- (R) = RECORD
- R/W = RIGHT-OF-WAY
- RES = RESIDENCE
- SIP = SIP LB#8023
- SND = SET NAIL & DISK LB#8023
- STL = SURVEY TIE LINE
- SWK = SIDEWALK
- (TYP) = TYPICAL
- UB = UTILITY BOX
- U.E. = UTILITY EASEMENT
- W/F = WOOD FENCE

SYMBOLS:

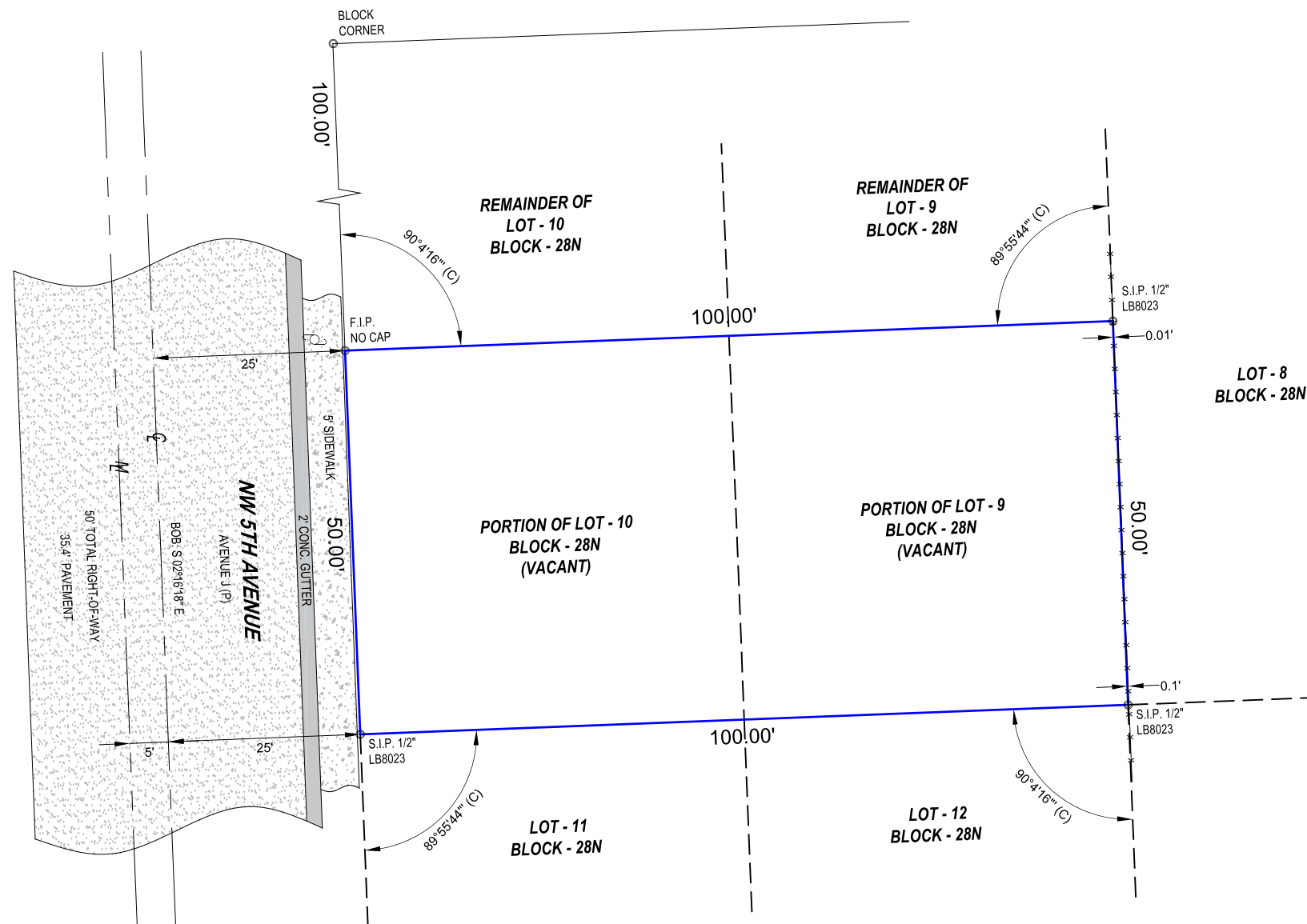
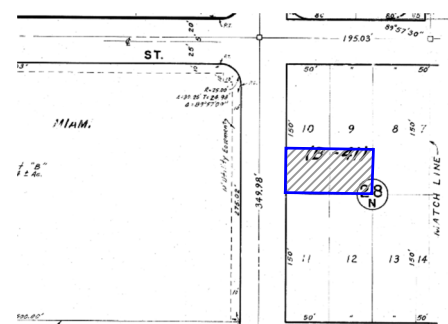
- = TELEPHONE RISER
 - = CABLE TV RISER
 - = WATER METER
 - X 0.00 = ELEVATION
 - (00') = ORIGINAL LOT DISTANCE
 - Δ = CENTRAL ANGLE
 - \curvearrowright = CENTER LINE
 - = WATER VALVE
 - = CURB INLET
 - = FIRE HYDRANT
 - = LIGHT POLE
 - = CATCH BASIN
 - = UTILITY POLE
 - = DRAINAGE MANHOLE
 - = SEWER MANHOLE
 - = METAL FENCE
 - = WOOD FENCE
 - = CHAIN LINK FENCE
 - = EASEMENT
 - = BOUNDARY LINE
 - = OVERHEAD UTILITY LINE
 - = ORIGINAL LOT LINE
- ASPHALT
 CONCRETE
 PAVERS/BRICK
 TILES
 COVERED AREA

GRAPHIC SCALE



LOCATION SKETCH:

NOT TO SCALE



CERTIFICATE OF AUTHORIZATION # LB-8023

Survey Pros, Inc.

4348 SW 74TH AVENUE, MIAMI, FL. 33155

PH: (305) 767-6802 (main)

MIAMI-DADE | BROWARD | PALM BEACH | MONROE | HILLSBOROUGH | PINELLAS
www.survey-pros.com

PROPERTY ADDRESS:

939 NW 5TH AVENUE, MIAMI, FL. 33136 (01-0102-080-1049)

LEGAL DESCRIPTION:

THE SOUTH 50 FEET OF LOTS 9 AND 10, BLOCK 28, OF NORTH CITY OF MIAMI, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK B, PAGE 41, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

FLOOD ZONE INFORMATION:

THE GRAPHICALLY DEPICTED BUILDING(S) SHOWN ON THIS MAP OF SURVEY IS WITHIN ZONE X BASE FLOOD ELEVATION N/A COMMUNITY NAME & NUMBER CITY OF MIAMI 120650 MAP & PANEL NUMBER 12086C0312 SUFFIX L

SURVEYOR'S NOTES:

1. ELEVATIONS WHEN SHOWN REFER TO 1929 NATIONAL GEODETIC VERTICAL DATUM (NGVD 1929).
2. NO ATTEMPT WAS MADE TO LOCATE FOOTINGS/FOUNDATIONS, OR UNDERGROUND UTILITIES UNLESS OTHERWISE NOTED.
3. THE LANDS SHOWN HEREON HAVE NOT BEEN ABSTRACTED IN REGARDS TO MATTERS OF INTEREST BY OTHER PARTIES, SUCH AS EASEMENTS, RIGHTS OF WAYS, RESERVATIONS, ETC. ONLY PLATTED EASEMENTS ARE SHOWN.
4. THIS SURVEY WAS PREPARED FOR AND CERTIFIED TO THE PARTY(IES) INDICATED HEREON AND IS NOT TRANSFERABLE OR ASSIGNABLE WITHOUT WRITTEN CONSENT OF THIS FIRM.
5. ALL BOUNDARY LIMIT INDICATORS SET ARE STAMPED LB#8023.
6. THE BOUNDARY LIMITS ESTABLISHED ON THIS SURVEY ARE BASED ON THE LEGAL DESCRIPTION PROVIDED BY THE CLIENT OR ITS REPRESENTATIVE.
7. FENCE OWNERSHIP IS NOT DETERMINED. DIMENSIONS ARE TO THE INTERIOR PORTION OF THE FENCE.
8. ADDITIONS OR DELETIONS TO THIS SURVEY MAP AND/OR REPORT BY SOMEONE OTHER THAN THE SIGNING PARTY(IES) IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY(IES).
9. THIS SURVEY IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. OTHERWISE THIS MAP IS FOR INFORMATIONAL PURPOSES ONLY.
10. BEARINGS WHEN SHOWN ARE TO AN ASSUMED MERIDIAN AND BASED ON PLAT. THE CENTERLINE OF NW 5TH AVENUE BEARS S 02°16'18" E.

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THIS SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS RECENTLY SURVEYED AND DRAWN UNDER MY DIRECTION AND MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA STATE BOARD OF SURVEYORS AND MAPPERS IN CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027 FLORIDA STATUTE.

CERTIFIED TO:

FRONTIER FUELS INC TRUST

SEAL

DATE OF ORIGINAL FIELD WORK:
07/05/2023

JOB NUMBER: 23079660

DRAWN BY: ADRIEL

CAD FILE: FRONTIER FUELS INC TRUST

SHEET 1 OF 1

REVISION(S):

NICOLAS DEL VENTO
PROFESSIONAL SURVEYOR & MAPPER
STATE OF FLORIDA LIC. # 6945

Attachment: File # 15053 - Exhibit B (15053 : Purchase of Property at 939 N.W. 5th Avenue, Miami, Florida, 33136; 720 N.W. 4th Avenue, Miami,

MAP OF BOUNDARY SURVEY

LEGEND

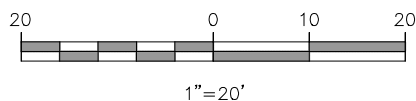
ABBREVIATIONS:

- A = ARC DISTANCE
- AC = AIR CONDITIONER PAD
- BCR = BROWARD COUNTY RECORDS
- BLDG = BUILDING
- BM = BENCH MARK
- BOB = BASIS OF BEARINGS
- CBS = CONCRETE BLOCK & STUCCO
- (C) = CALCULATED
- C&G = CURB & GUTTER
- CLF = CHAIN LINK FENCE
- COL = COLUMN
- D.E. = DRAINAGE EASEMENT
- D.M.E. = DRAINAGE & MAINTENANCE EASEMENT
- D/W = DRIVEWAY
- EB = ELECTRIC BOX
- ENC. = ENCROACHMENT
- EP = EDGE OF PAVEMENT
- EW = EDGE OF WATER
- FDH = FOUND DRILL HOLE
- FFE = FINISHED FLOOR ELEVATION
- FIP = FOUND IRON PIPE (NO ID)
- FIR = FOUND IRON ROD (NO ID)
- FN = FOUND NAIL (NO ID)
- FN&D = FOUND NAIL & DISK
- FPL = FLORIDA POWER & LIGHT TRANSFORMER PAD
- L.E. = LANDSCAPE EASEMENT
- L.M.E. = LAKE MAINTENANCE EASEMENT
- (M) = MEASURED
- MDCR = MIAMI-DADE COUNTY RECORDS
- MH = MAN HOLE
- ML = MONUMENT LINE
- (P) = PLAT
- PB = PLAT BOOK
- PC = POINT OF CURVATURE
- PCP = PERMANENT CONTROL POINT
- PE = POOL EQUIPMENT PAD
- PG = PAGE
- PI = POINT OF INTERSECTION
- PL = PLANTER
- POB = POINT OF BEGINNING
- POC = POINT OF COMMENCEMENT
- PRC = POINT OF REVERSE CURVATURE
- PRM = PERMANENT REFERENCE MONUMENT
- PT = POINT OF TANGENCY
- R = RADIUS DISTANCE
- (R) = RECORD
- R/W = RIGHT-OF-WAY
- RES = RESIDENCE
- SIP = SIP LB#8023
- SND = SET NAIL & DISK LB#8023
- STL = SURVEY TIE LINE
- SWK = SIDEWALK
- (TYP) = TYPICAL
- UB = UTILITY BOX
- U.E. = UTILITY EASEMENT
- W/F = WOOD FENCE

SYMBOLS:

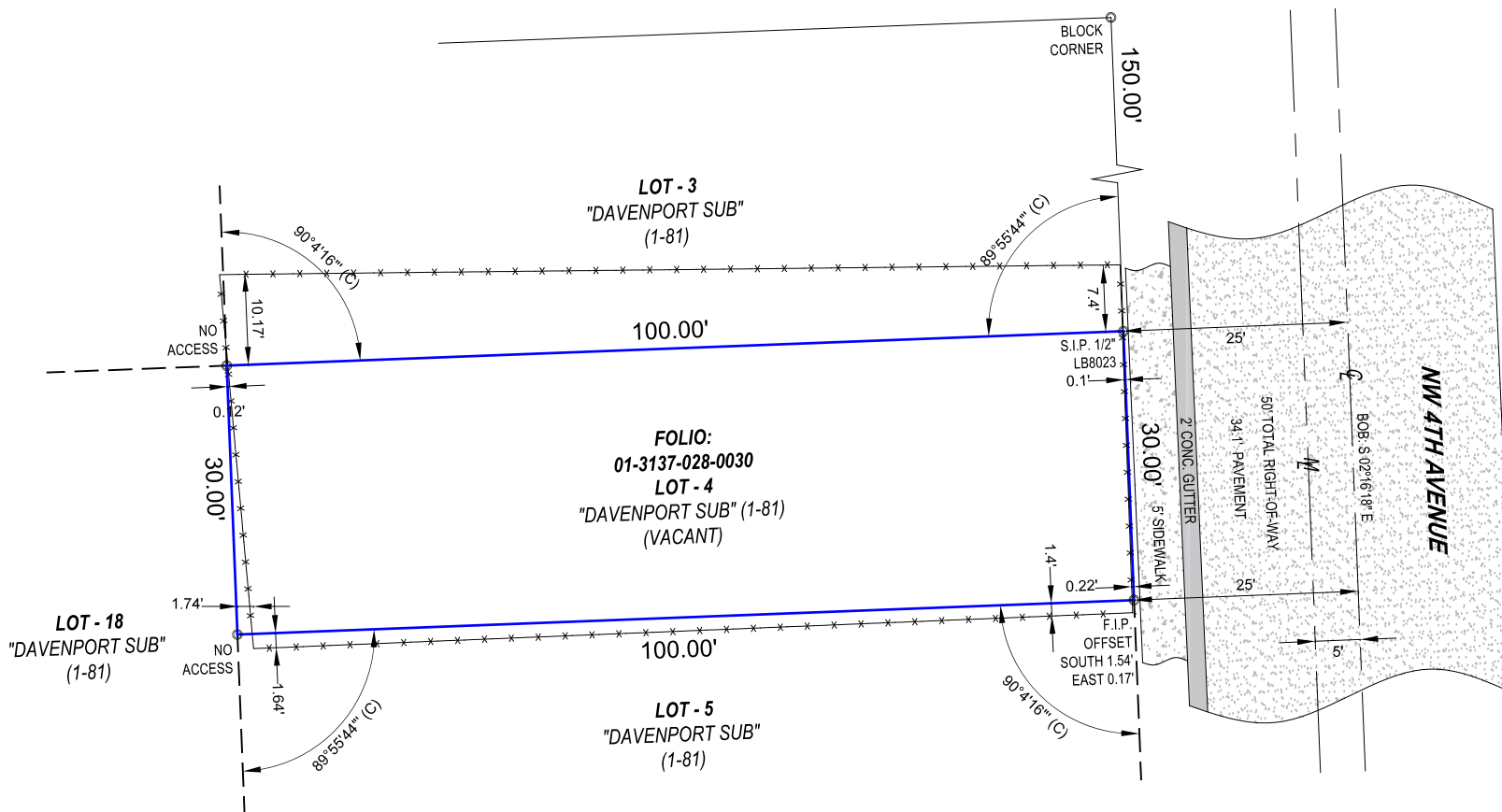
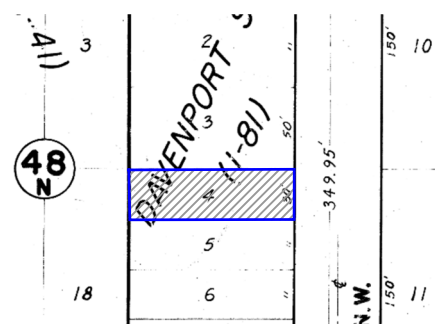
- TELEPHONE RISER
- CABLE TV RISER
- WATER METER
- X 0.00 = ELEVATION
- (00°) = ORIGINAL LOT DISTANCE
- CENTRAL ANGLE
- CENTER LINE
- WATER VALVE
- CURB INLET
- FIRE HYDRANT
- LIGHT POLE
- CATCH BASIN
- UTILITY POLE
- DRAINAGE MANHOLE
- SEWER MANHOLE
- METAL FENCE
- WOOD FENCE
- CHAIN LINK FENCE
- EASEMENT
- BOUNDARY LINE
- OVERHEAD UTILITY LINE
- ORIGINAL LOT LINE
- ASPHALT
- CONCRETE
- PAVERS/BRICK
- TILES
- COVERED AREA

GRAPHIC SCALE



LOCATION SKETCH:

NOT TO SCALE



CERTIFICATE OF AUTHORIZATION # LB-8023

Survey Pros, Inc.

4348 SW 74TH AVENUE, MIAMI, FL. 33155
 PH: (305) 767-6802 (main)
 MIAMI-DADE | BROWARD | PALM BEACH | MONROE | HILLSBOROUGH | PINELLAS
 www.survey-pros.com

PROPERTY ADDRESS:

720 NW 4TH AVENUE, MIAMI, FL. 33136

LEGAL DESCRIPTION:

LOT 4, DAVENPORT SUBDIVISION TERRACE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 81, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

FLOOD ZONE INFORMATION:

THE GRAPHICALLY DEPICTED BUILDING(S) SHOWN ON THIS MAP OF SURVEY IS WITHIN ZONE X BASE FLOOD ELEVATION N/A COMMUNITY NAME & NUMBER CITY OF MIAMI 120650 MAP & PANEL NUMBER 12086C0730 SUFFIX L

SURVEYOR'S NOTES:

1. ELEVATIONS WHEN SHOWN REFER TO 1929 NATIONAL GEODETIC VERTICAL DATUM (NGVD 1929).
2. NO ATTEMPT WAS MADE TO LOCATE FOOTINGS/FOUNDATIONS, OR UNDERGROUND UTILITIES UNLESS OTHERWISE NOTED.
3. THE LANDS SHOWN HEREON HAVE NOT BEEN ABSTRACTED IN REGARDS TO MATTERS OF INTEREST BY OTHER PARTIES, SUCH AS EASEMENTS, RIGHTS OF WAYS, RESERVATIONS, ETC. ONLY PLATTED EASEMENTS ARE SHOWN.
4. THIS SURVEY WAS PREPARED FOR AND CERTIFIED TO THE PARTY(IES) INDICATED HEREON AND IS NOT TRANSFERABLE OR ASSIGNABLE WITHOUT WRITTEN CONSENT OF THIS FIRM.
5. ALL BOUNDARY LIMIT INDICATORS SET ARE STAMPED LB#8023.
6. THE BOUNDARY LIMITS ESTABLISHED ON THIS SURVEY ARE BASED ON THE LEGAL DESCRIPTION PROVIDED BY THE CLIENT OR ITS REPRESENTATIVE.
7. FENCE OWNERSHIP IS NOT DETERMINED. DIMENSIONS ARE TO THE INTERIOR PORTION OF THE FENCE.
8. ADDITIONS OR DELETIONS TO THIS SURVEY MAP AND/OR REPORT BY SOMEONE OTHER THAN THE SIGNING PARTY(IES) IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY(IES).
9. THIS SURVEY IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. OTHERWISE THIS MAP IS FOR INFORMATIONAL PURPOSES ONLY.
10. BEARINGS WHEN SHOWN ARE TO AN ASSUMED MERIDIAN AND BASED ON PLAT. THE CENTERLINE OF NW 4TH AVENUE BEARS S 02°16'18" E.

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THIS SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS RECENTLY SURVEYED AND DRAWN UNDER MY DIRECTION AND MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA STATE BOARD OF SURVEYORS AND MAPPERS IN CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027 FLORIDA STATUTE.

CERTIFIED TO:

NATIONAL FINANCIAL CORP. TRUST
C/O NICHOLE D. SCOTT, ESQ.
HOLLAND & KNIGHT

SEAL	DATE OF ORIGINAL FIELD WORK: 07/05/2023
	JOB NUMBER: 23079655
	DRAWN BY: ADRIEL
	CAD FILE: NATIONAL FINANCIAL CORP TRUST
	SHEET 1 OF 1
	REVISION(S):

NICOLAS DEL VENTO
 PROFESSIONAL SURVEYOR & MAPPER
 STATE OF FLORIDA LIC. # 6945

Attachment: File # 15053 - Exhibit B (15053 : Purchase of Property at 939 N.W. 5th Avenue, Miami, Florida, 33136; 720 N.W. 4th Avenue, Miami,

MAP OF BOUNDARY SURVEY

LEGEND

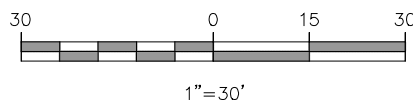
ABBREVIATIONS:

- A = ARC DISTANCE
- AC = AIR CONDITIONER PAD
- BCR = BROWARD COUNTY RECORDS
- BLDG = BUILDING
- BM = BENCH MARK
- BOB = BASIS OF BEARINGS
- CBS = CONCRETE BLOCK & STUCCO
- (C) = CALCULATED
- C&G = CURB & GUTTER
- CLF = CHAIN LINK FENCE
- COL = COLUMN
- D.E. = DRAINAGE EASEMENT
- D.M.E. = DRAINAGE & MAINTENANCE EASEMENT
- D/W = DRIVEWAY
- EB = ELECTRIC BOX
- ENC. = ENCROACHMENT
- EP = EDGE OF PAVEMENT
- EW = EDGE OF WATER
- FDH = FOUND DRILL HOLE
- FFE = FINISHED FLOOR ELEVATION
- FIP = FOUND IRON PIPE (NO ID)
- FIR = FOUND IRON ROD (NO ID)
- FN = FOUND NAIL (NO ID)
- FN&D = FOUND NAIL & DISK
- FPL = FLORIDA POWER & LIGHT TRANSFORMER PAD
- L.E. = LANDSCAPE EASEMENT
- L.M.E. = LAKE MAINTENANCE EASEMENT
- (M) = MEASURED
- MDCR = MIAMI-DADE COUNTY RECORDS
- MH = MAN HOLE
- ML = MONUMENT LINE
- (P) = PLAT
- PB = PLAT BOOK
- PC = POINT OF CURVATURE
- PCP = PERMANENT CONTROL POINT
- PE = POOL EQUIPMENT PAD
- PG = PAGE
- PI = POINT OF INTERSECTION
- PL = PLANTER
- POB = POINT OF BEGINNING
- POC = POINT OF COMMENCEMENT
- PRC = POINT OF REVERSE CURVATURE
- PRM = PERMANENT REFERENCE MONUMENT
- PT = POINT OF TANGENCY
- R = RADIUS DISTANCE
- (R) = RECORD
- R/W = RIGHT-OF-WAY
- RES = RESIDENCE
- SIP = SIP LB#8023
- SND = SET NAIL & DISK LB#8023
- STL = SURVEY TIE LINE
- SWK = SIDEWALK
- (TYP) = TYPICAL
- UB = UTILITY BOX
- U.E. = UTILITY EASEMENT
- W/F = WOOD FENCE

SYMBOLS:

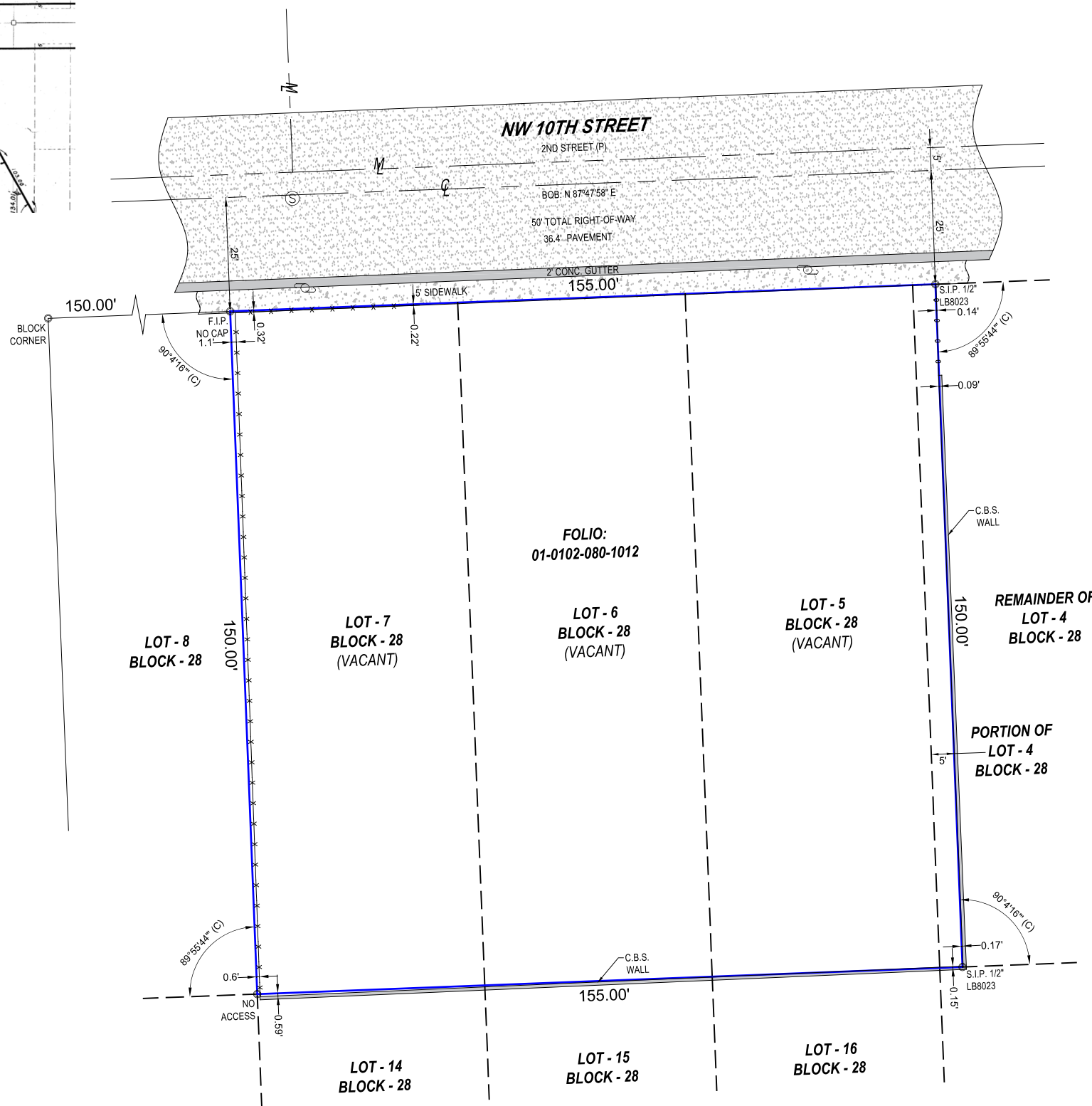
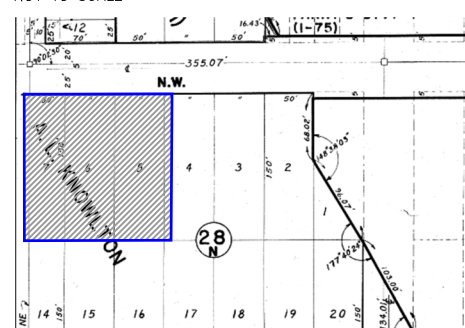
- = TELEPHONE RISER
- = CABLE TV RISER
- = WATER METER
- X 0.00 = ELEVATION
- (00') = ORIGINAL LOT DISTANCE
- Δ = CENTRAL ANGLE
- ϕ = CENTER LINE
- = WATER VALVE
- = CURB INLET
- = FIRE HYDRANT
- = LIGHT POLE
- = CATCH BASIN
- = UTILITY POLE
- = DRAINAGE MANHOLE
- = SEWER MANHOLE
- = METAL FENCE
- = WOOD FENCE
- = CHAIN LINK FENCE
- = EASEMENT
- = BOUNDARY LINE
- = OVERHEAD UTILITY LINE
- = ORIGINAL LOT LINE
- = ASPHALT
- = CONCRETE
- = PAVERS/BRICK
- = TILES
- = COVERED AREA

GRAPHIC SCALE



LOCATION SKETCH:

NOT TO SCALE



CERTIFICATE OF AUTHORIZATION # LB-8023

Survey Pros, Inc.

4348 SW 74TH AVENUE, MIAMI, FL. 33155
 PH: (305) 767-6802 (main)
 MIAMI-DADE | BROWARD | PALM BEACH | MONROE | HILLSBOROUGH | PINELLAS
 www.survey-pros.com

PROPERTY ADDRESS:
 440 NW 10TH STREET, MIAMI, FL. 33136

LEGAL DESCRIPTION:
 THE WEST 5 FEET OF LOT 4 AND ALL OF LOTS 5, 6 AND 7, BLOCK 28, OF NORTH CITY OF MIAMI, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK B, PAGE 41, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

FLOOD ZONE INFORMATION:
 THE GRAPHICALLY DEPICTED BUILDING(S) SHOWN ON THIS MAP OF SURVEY IS WITHIN ZONE X
 BASE FLOOD ELEVATION N/A
 COMMUNITY NAME & NUMBER CITY OF MIAMI 120650
 MAP & PANEL NUMBER 12086C0312 SUFFIX L

SURVEYOR'S NOTES:

1. ELEVATIONS WHEN SHOWN REFER TO 1929 NATIONAL GEODETIC VERTICAL DATUM (NGVD 1929).
2. NO ATTEMPT WAS MADE TO LOCATE FOOTINGS/FOUNDATIONS, OR UNDERGROUND UTILITIES UNLESS OTHERWISE NOTED.
3. THE LANDS SHOWN HEREON HAVE NOT BEEN ABSTRACTED IN REGARDS TO MATTERS OF INTEREST BY OTHER PARTIES, SUCH AS EASEMENTS, RIGHTS OF WAYS, RESERVATIONS, ETC. ONLY PLATTED EASEMENTS ARE SHOWN.
4. THIS SURVEY WAS PREPARED FOR AND CERTIFIED TO THE PARTY(IES) INDICATED HEREON AND IS NOT TRANSFERABLE OR ASSIGNABLE WITHOUT WRITTEN CONSENT OF THIS FIRM.
5. ALL BOUNDARY LIMIT INDICATORS SET ARE STAMPED LB#8023.
6. THE BOUNDARY LIMITS ESTABLISHED ON THIS SURVEY ARE BASED ON THE LEGAL DESCRIPTION PROVIDED BY THE CLIENT OR ITS REPRESENTATIVE.
7. FENCE OWNERSHIP IS NOT DETERMINED. DIMENSIONS ARE TO THE INTERIOR PORTION OF THE FENCE.
8. ADDITIONS OR DELETIONS TO THIS SURVEY MAP AND/OR REPORT BY SOMEONE OTHER THAN THE SIGNING PARTY(IES) IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY(IES).
9. THIS SURVEY IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. OTHERWISE THIS MAP IS FOR INFORMATIONAL PURPOSES ONLY.
10. BEARINGS WHEN SHOWN ARE TO AN ASSUMED MERIDIAN AND BASED ON PLAT. THE CENTERLINE OF SW 93RD TERRACE BEARS N90°00'00"E.

SURVEYOR'S CERTIFICATION:
 I HEREBY CERTIFY THAT THIS SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS RECENTLY SURVEYED AND DRAWN UNDER MY DIRECTION AND MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA STATE BOARD OF SURVEYORS AND MAPPERS IN CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027 FLORIDA STATUTE.

CERTIFIED TO:
 FRONTIER FUELS INC TRUST

DATE OF ORIGINAL FIELD WORK:
 07/05/2023

JOB NUMBER: 23079659

DRAWN BY: ADRIEL

CAD FILE: FRONTIER FUELS INC TRUST

SHEET 1 OF 1

REVISION(S):

NICOLAS DEL VENTO
 PROFESSIONAL SURVEYOR & MAPPER
 STATE OF FLORIDA LIC. # 6945

Attachment: File # 15053 - Exhibit B (15053 : Purchase of Property at 939 N.W. 5th Avenue, Miami, Florida, 33136; 720 N.W. 4th Avenue, Miami,

APPRAISAL REPORT
A 5,000 SQUARE FOOT LAND PARCEL

LOCATED AT:

**939 N. W. 5TH AVENUE
MIAMI, FLORIDA**

PREPARED FOR:

**CITY OF MIAMI COMMUNITY REDEVELOPMENT AGENCY
819 N. W. SECOND AVENUE, THIRD FLOOR
MIAMI, FLORIDA 33136**

AS OF:

AUGUST 5, 2023

PREPARED BY:

**QUINLIVAN APPRAISAL, P.A.
7300 NORTH KENDALL DRIVE - SUITE 530
MIAMI, FLORIDA 33156**

QUINLIVAN APPRAISAL
 A PROFESSIONAL ASSOCIATION
 7300 NORTH KENDALL DRIVE, SUITE 530
 MIAMI, FLORIDA 33156

Thomas F. Magenheimer, MAI
 State Certified General Appraiser
 RZ 553

Telephone (305) 663-6611
 Fax (305) 670-4330
 tmagmai@aol.com

August 12, 2023

Brian Zeltsman, RA
 Director of Architecture & Development
 City of Miami Southeast Overtown Park
 West Community Redevelopment Agency
 819 N.W. Second Avenue
 Miami, Florida 33136

Dear Mr. Zeltsman:

In accordance with your request and authorization, I have prepared this Appraisal Report covering the following described property:

A 5,000 square foot land parcel, located at 939 N.
 W. 5th Avenue, Miami, Florida

The purpose of this Appraisal is to estimate the Market Value of the described property as of August 5, 2023, being one of the dates of personal inspection.

This report was prepared in accordance with the requirements of the Financial Institutions Reform, Recovery and Enforcement Act of 1989 (FIRREA) relating to appraisal standards as enumerated in Title 12, Code of Federal Regulation, Part 34 (12CFR34) and in compliance with the most current Uniform Standards of Professional Appraisal Practice (USPAP) as adopted by the Appraisal Standards Board of the Appraisal Foundation.

The narrative Appraisal Report that follows sets forth the identification of the property, the assumptions and limiting conditions, pertinent facts about the area and the subject property, comparable data, the results of the investigations and analyses, and the reasoning leading to the conclusions set forth.

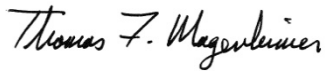
Mr. Brian Zeltsman
August 21, 2023
Page 2

Based on the inspection of the property and the investigation and analyses undertaken, I have formed the opinion that, as of August 5, 2023, the subject property had a Market Value as follows:

THREE HUNDRED FIFTY THOUSAND DOLLARS

\$350,000

Respectfully submitted,



Thomas F. Magenheimer, MAI
State-Certified General Appraiser
Certification Number: RZ 553

TFM/dm
(23-055_2)

TABLE OF CONTENTS

	<u>PAGE</u>
COVER PAGE	
TRANSMITTAL LETTER	
TABLE OF CONTENTS	
<i>CERTIFICATION OF VALUE</i>	1
SUMMARY OF SALIENT FACTS AND CONCLUSIONS.....	3
<i>INTRODUCTION</i>	6
INTRODUCTION	7
IDENTIFICATION OF THE PROPERTY.....	7
ADDRESS.....	7
PURPOSE AND DATE OF APPRAISAL	7
INTENDED USE AND USER OF APPRAISAL.....	7
LEGAL DESCRIPTION.....	7
PROPERTY RIGHTS APPRAISED	7
DEFINITION OF MARKET VALUE.....	8
ASSESSMENT AND TAXES - 2022	9
OWNER OF RECORDS AND ADDRESS	9
THREE-YEAR HISTORY OF TITLE.....	9
<i>SCOPE OF THE APPRAISAL</i>	10
<i>LOCATION ANALYSIS</i>	13
NEIGHBORHOOD DATA.....	14
<i>SITE DATA</i>	18
<i>ZONING</i>	21
<i>HIGHEST AND BEST USE</i>	24
<i>THE APPRAISAL PROCESS</i>	27
<i>LAND VALUE ANALYSIS</i>	29
<i>ADDENDA</i>	45
ASSUMPTIONS AND LIMITING CONDITIONS	
QUALIFICATIONS	
CLIENT LIST	

Attachment: File # 15053 - Exhibit B (15053 : Purchase of Property at 939 N.W. 5th Avenue, Miami, Florida, 33136; 720 N.W. 4th Avenue, Miami,

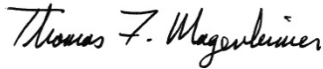
CERTIFICATION OF VALUE

The undersigned hereby certify that, to the best of my knowledge and belief:

- (A) The statements of fact contained in the report are true and correct.
- (B) The reported analyses, opinions and conclusions are limited only by the assumptions and limiting conditions set forth, and are my personal, unbiased professional analyses, opinions and conclusions.
- (C) I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved.
- (D) I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- (E) My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- (F) The appraisers' compensation for completing this assignment is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal. Furthermore, the appraisal assignment was not based on a requested minimum valuation, a specific valuation or the approval of a loan.
- (G) The appraisers' analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice, and the requirements of the State of Florida for state-certified appraisers.
- (H) Use of this report is subject to the requirements of the State of Florida relating to review by the Real Estate Appraisal Subcommittee of the Florida Real Estate Commission.
- (I) Thomas F. Magenheimer has made a personal inspection of the property that is the subject of this report.
- (J) No one has provided professional assistance to the persons signing this report.

- (K) The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute.
- (L) The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- (M) The undersigned performed market value appraisals regarding the subject property dated July 27, 2022 and January 13, 2023.

As of the date of this report, Thomas F. Magenheimer has completed the requirements under the continuing education program for The Appraisal Institute.



THOMAS F. MAGENHEIMER, MAI
STATE-CERTIFIED GENERAL APPRAISER
CERTIFICATION NUMBER: RZ 553

SUMMARY OF SALIENT FACTS AND CONCLUSIONS

Purpose of Appraisal	Market Value
Property Rights Appraised	Fee Simple
Address	939 N. W 5 th Avenue, Miami, Florida
Legal Description	The South 50 feet of Lots 9 & 10, Block 28 North, CITY OF MIAMI NORTH , according to the Plat thereof, as recorded in Plat Book "B", Page 41, of the Public Records of Miami-Dade County, Florida.
Land Size	5,000 square feet
Zoning	T5-R, Urban Center Zone, Restricted City of Miami
Highest and Best Use	Residential use
Estimated Market Value	\$350,000
Date of Value Estimate	August 5, 2023
Date of Inspection	August 5, 2023
Date of Report	August 21, 2023



LOOKING SOUTHEASTERLY AT SUBJECT FROM N. W. 5TH AVENUE



LOOKING NORTHEASTERLY AT SUBJECT FROM N. W. 5TH AVENUE

Attachment: File # 15053 - Exhibit B (15053 : Purchase of Property at 939 N.W. 5th Avenue, Miami, Florida, 33136; 720 N.W. 4th Avenue, Miami,



LOOKING SOUTHERLY ON N. W. 5TH AVENUE – SUBJECT TO LEFT



LOOKING NORTHERLY ON N. W. 5TH STREET – SUBJECT TO RIGHT

INTRODUCTION

INTRODUCTION

IDENTIFICATION OF THE PROPERTY

A 5,000 square foot vacant land parcel.

ADDRESS

939 N. W. 5th Avenue,
Miami, Florida

PURPOSE AND DATE OF APPRAISAL

The purpose of this Appraisal is to estimate the Market Value of the subject property as of August 5, 2023, being one of the dates of personal inspection.

INTENDED USE AND USER OF APPRAISAL

The intended use of this appraisal is to estimate the market value of the described property for a potential purchase of the property. The intended user is the Southeast Overtown/Park West Community Redevelopment Agency of the City of Miami.

LEGAL DESCRIPTION

The South 50 feet of Lots 9 & 10, Block 28 North, **CITY OF MIAMI**, according to the Plat thereof, as recorded in Plat Book "B", Page 41, of the Public Records of Miami-Dade County, Florida

PROPERTY RIGHTS APPRAISED

The property is appraised in fee simple: a fee without limitations to any particular class of heirs or restrictions, but subject to the limitations of eminent domain, escheat, police power and taxation, as well as utility easements of record.

DEFINITION OF MARKET VALUE

Market Value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- (1) buyer and seller are typically motivated;
- (2) both parties are well informed or well advised and acting in what they consider their own best interest;
- (3) a reasonable time is allowed for exposure to the open market;
- (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- (5) the price represents a normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Source: Interagency Appraisal and Evaluation Guidelines, December 10, 2010, Federal, Volume 75, No. 237, Page 77472

ASSESSMENT AND TAXES - 2022

The subject property is assessed under the jurisdiction of the City of Miami, Florida.

The assessment for the property is established each year as of January 1st by the Miami-Dade County Property Appraiser's Office at 100% of "Just Value." Just Value has been equated to Market Value less closing costs. While the State of Florida requires real estate to be assessed at 100% of Just Value, in reality the ratio of the assessed value to sales price is generally below 100%.

Folio Number: 01-0102-080-1049

County Market Value:

Land	\$ 125,000
Improvements	\$ <u>0</u>
Total	\$ 125,000

Assessed Value: \$107,177

Millage Rate: \$20.6152 per \$1,000

Tax Amount: \$2,326.91

OWNER OF RECORDS AND ADDRESS

Frontier Fuels Inc., Trustee
P. O. Box 6
Georgetown, TX 33136

THREE-YEAR HISTORY OF TITLE

According to the Public Records of Miami-Dade County, there have been no sale transfers of the subject property during the past three years.

SCOPE OF THE APPRAISAL

SCOPE OF THE APPRAISAL

The scope of the assignment relates to the extent and manner in which research is conducted, data is gathered and analysis is applied, all based upon the following problem-identifying factors stated elsewhere in this report.

This appraisal of the subject has been presented in the form of a Summary Appraisal Report, which is intended to comply with the reporting requirements set forth under Standards Rule 2-2 (b) of the USPAP.

Data related to the subject property was derived from various sources including but not limited to the Miami-Dade County Property Appraiser's Office, Miami-Dade County plats, FEMA flood zone maps, Land Development Regulations of the City of Miami, and tax roll information provided by the Miami-Dade County Property Appraiser's Office.

Comparable sale sources include the Miami-Dade County Property Appraiser's Office, the Miami-Dade County Clerk of the Courts Office, Board of Realtors' Multiple Listing Services, CoStar, and LoopNet. Sales prices are typically confirmed with a party to the transaction, i.e., buyer, seller, real estate agent or attorney to the transaction.

A search for land sales was conducted in the area of the subject. The initial sales period researched was from January of 2022 through the date of valuation. Several other sales were considered, but were not included because there was too wide a difference in physical factors, location and time.

ESTIMATED EXPOSURE TIME

Exposure time is defined as the estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective estimate based upon an analysis of past events assuming a competitive and open market.

The overall concept of reasonable exposure encompasses not only adequate, sufficient and reasonable time but also adequate, sufficient and reasonable effort.

In estimating a reasonable exposure time for the subject property, the appraisers have taken the following steps:

Discussion with buyers, sellers, brokers and/or review of multiple listings of vacant land in the area related to historic marketing periods.

Based on the above sources, exposure time is estimated to have been twelve months for the subject property.

ESTIMATED MARKETING PERIOD

The estimated value of the subject is predicated upon a normal marketing period. A normal marketing period is generally defined as the most probable amount of time necessary to expose and actively market a property on the open market to achieve a sale. Implicit in this definition are the following assumptions:

- (A) The property will be actively exposed and aggressively marketed to potential purchasers through marketing channels commonly used by sellers and buyers of similar type properties.
- (B) The property will be offered at a price reflecting the most probable markup over market value used by sellers of similar type properties.
- (C) A sale will be consummated under the terms and conditions of the definition of Market Value required by the regulation.

In order to estimate the marketability of this property, the sales activity in this market area was reviewed over the past three years, multiple listings were reviewed and real estate brokers who operate in this area were interviewed.

Based on the above sources, the subject property could be sold within a twelve month time period.

LOCATION ANALYSIS

Attachment: File # 15053 - Exhibit B (15053 : Purchase of Property at 939 N.W. 5th Avenue, Miami, Florida, 33136; 720 N.W. 4th Avenue, Miami,

NEIGHBORHOOD DATA

The subject property is located in the northern periphery of the Central Business District of Miami in an area known as Park West. The site is located on the east side of N. W. 5th Avenue, between, N. W. 9th Street and N. W. 10th Street, two blocks west of Interstate 95,

Biscayne Boulevard (U.S. Highway #1) is a north/south traffic artery in the City of Miami. Biscayne Boulevard extends northerly from Brickell Avenue to the Broward County line. The majority of commercial properties in the subject neighborhood front on Biscayne Boulevard. These commercial properties include motels, retail stores, restaurants, and multiple story office buildings.

The Overtown area located west of Interstate 95 and north of the Miami River is a mixed use area comprised of low rise apartment buildings and industrial properties. A bridge spanning the Miami River is located at N.W. 7th Avenue, there block southwest of the subject property. Several of the properties located in the area are maritime industrial uses related to the Miami River.

The Overtown area, west of N.W. 1st Avenue and north of N.W. 5th Street to N.W. 20th Street, is characterized by a large number of small apartment buildings. These buildings were constructed primarily in the late 1940s and 1950s. These buildings generally are in poor to fair condition, with virtually no new private construction in recent years.

There are two 30-story high-rise apartment buildings located just north of the former Miami Arena site at N.W. 8th Street and N.W. 1st Avenue. These buildings were constructed on City of Miami land by private developers. The south building, Bayview Towers, was constructed in 1989 and contains 356 units. The north building, Park Place by the Bay, was constructed in 1990 and contains 463 units. The rental rates area relatively reasonable in these buildings.

There has been little redevelopment in this area. The stimulus to speculation has been the Performing Arts Center on Biscayne Boulevard at N.E. 13th Street. The construction was completed in 2007. In addition to the speculation related to the Performing Arts Center, the establishment of the Park West Entertainment District by the City in April of 2000 had a positive affect on the property values.

The intent of the Ordinance was to eliminate the distance requirements between nightclubs and to actually encourage establishment of clubs in close proximity to one another. It also provides for 24-hour liquor licenses within the district. The Park West Entertainment District is bounded by S.R. 836/I-395 to the north, Biscayne Boulevard to the east, N.E. 7th Street to the south, and North Miami Avenue to the west.

Motivated by the liberal provisions of the Park West Entertainment District, in conjunction with greater restrictions being placed on nightclub operators on South Beach, club owners have acquired a number of older industrial buildings and vacant sites in the area - primarily along N.E. 11th Street and N.E. 10th Streets. The older buildings have been totally renovated and opened as nightclubs, reportedly with tremendous success. Although no new buildings have been built on vacant sites, several are reportedly planned.

The Central Business District of Miami is located just southeast of the Overtown area. The Central Business District is defined with Biscayne Boulevard at the east boundary, N.W./S.W. 1st Avenue to the west, N.E. 5th Street to the north and the Miami River to the south. The Central Business District is comprised of offices, hotels and retail stores. The older buildings were constructed primarily in the period between 1920 and 1940. The newer buildings were constructed primarily in the 1960s and 1970s. Flagler Street is the primarily retail/office street in the Central Business District of Miami. There are a variety of retail stores, department stores and offices fronting along Flagler Street in the Central Business District.

Major office buildings in this area of Flagler Street and in the Central Business District include Israel Discount Bank Building, Alfred I. DuPont Building, Bank of Miami, Biscayne Building, City National Bank, Roberts Building, Courthouse Tower, Museum Tower, One Biscayne Tower, Bank of America Tower, SunTrust International Center, Wachovia Financial Center and Miami Center.

The Government Center is bordered on the east by the Metrorail Guideway (N.W. 1st Avenue), on the west by Interstate 95, on the south by Flagler Street and on the north by N.W. 5th Street. This is an area zoned for Government/Institutional uses.

There are two seven-story State of Florida Office buildings located on the east side of N.W. 2nd Avenue between N.W. 4th Street and N.W. 5th Street. The five-story City of Miami Police Station is located on the west side of N.W. 2nd Avenue, across from the State of Florida Office building.

The 29-story Metro-Dade County Government Center is located approximately one mile south of the subject sites on the east side of N.W. 2nd Avenue between N.W. 1st Street and N.W. 3rd Street. This 500,000 square foot office building houses most of the Miami-Dade Government Offices.

The former City of Miami Administrative Building (Hickman Building) is located on the northeast corner of N.W. 2nd Street and N.W. 3rd Avenue. The City of Miami moved their administrative office to a larger building in 1992 at S.W. 2nd Avenue and S.W. 4th Street. The Hickman Building now houses Miami-Dade County Parks Department and the Juvenile Assessment Center.

Miami-Dade County has two multi-level parking garages on the north and south sides of N.W. 1st Street, just east of N.W. 3rd Avenue.

The Miami-Dade County Cultural Center which contains the Art Museum of Miami-Dade County, the Historical Museum of Southern Florida and Main Branch of the Miami Public Library, is located adjacent to the south of the Miami-Dade County Government Center.

The Miami-Dade County Courthouse is located on West Flagler Street at N.W. 1st Avenue. Due to proximity to the courthouse, most offices along Flagler Street are occupied by attorneys and their support services.

The Overtown Station of Miami-Dade County's Rapid Transit System, known as Metrorail, is located at N.W. 8th Street and N.W. 1st Avenue. The Metrorail is an elevated track train system

which extends north and west through the City of Hialeah to the Palmetto Expressway at N.W. 74th Street, and south to the Dadeland area.

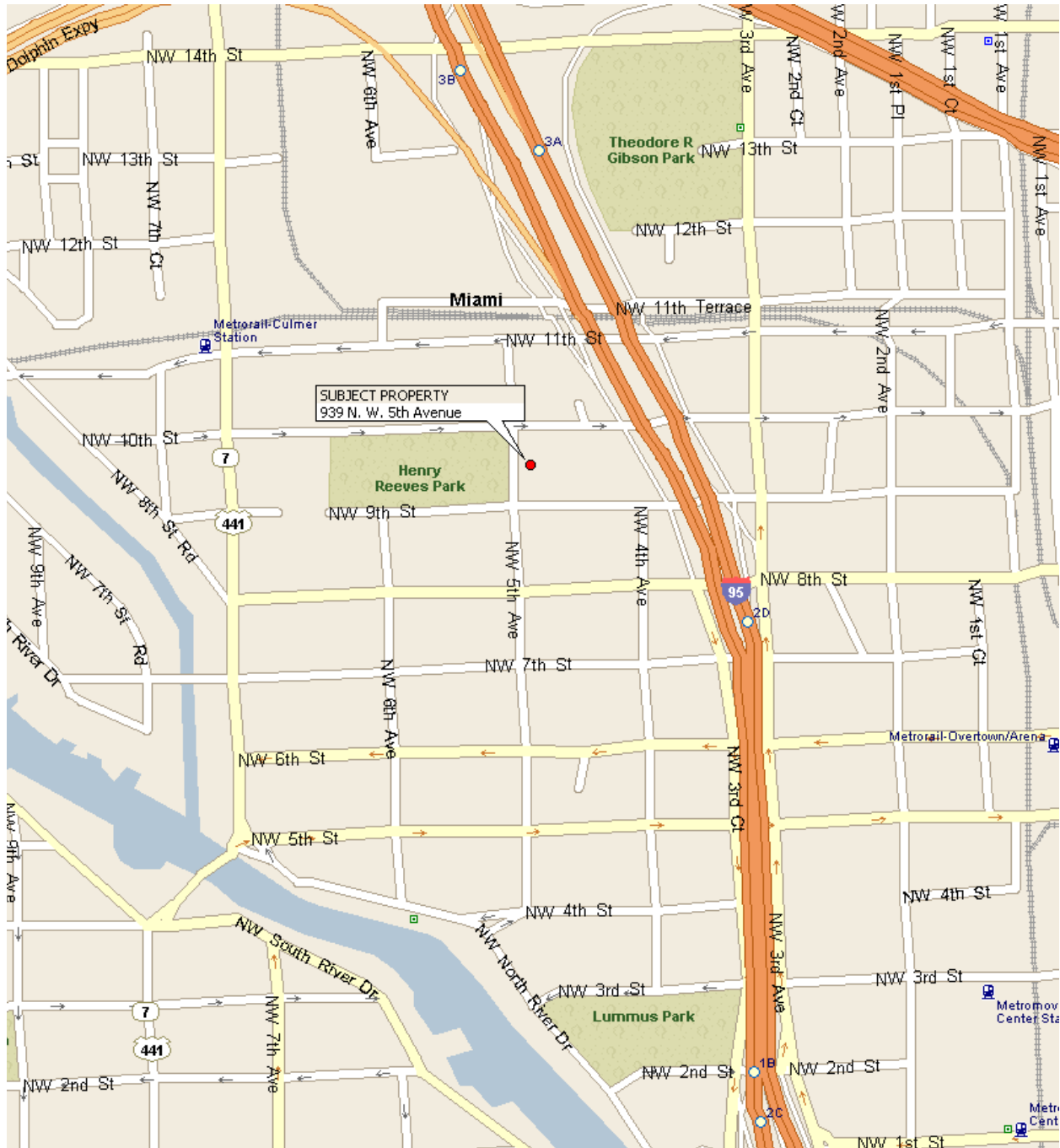
The Downtown Metromover emanates from the Government Center Station. The Metromover is an elevated track, remote controlled vehicle system which provides local transportation in the Central Business District. The Metromover track extends southerly to S.E. and S.W. 4th Street, easterly to Biscayne Boulevard, northerly to N.E. and N.W. 5th Street and westerly to N.E. and N.W. 2nd Avenue. The Metromover has nine stations throughout the Central Business District of Miami. Extensions of the Downtown Metromover have been constructed that run to the Omni and Brickell Avenue areas.

The Federal Law Enforcement Building, known as the General Services Administration (GSA) Building, is located along the west side of N.E. 1st Avenue, between N.E. 4th and 5th Streets. This 308,000 square foot, 12-story building was recently constructed by the City of Miami in two phases and is leased to the Federal Government. There is one floor of partially sub-level parking, with the top three floors utilized as courtrooms to handle the overflow from the main courthouse. Various governmental offices occupy 100 percent of this building, with the U.S. Attorney's Office and the U.S. Marshall's Service as primary tenants.

The U.S. Bureau of Prisons Metropolitan Federal Detention Center was recently built immediately west of the GSA Building. This 22-story facility houses a total of 946 inmates for all four security wards - minimum, low, medium, and maximum.

In summary, the subject property is located north of the Central Business District of Miami, in an older multi-family/commercial area known as Overtown, a short distance from the Florida State Office Buildings and the Metro-Dade County Government Center.

NEIGHBORHOOD MAP



Attachment: File # 15053 - Exhibit B (15053 : Purchase of Property at 939 N.W. 5th Avenue, Miami, Florida, 33136; 720 N.W. 4th Avenue, Miami,

SITE DATA

SITE DATA**Dimensions and Shape:**

The site is rectangular.

The west property line of the site fronts for 50 feet on the east right-of-way line of N. W. 5th Avenue and has a depth easterly of 100 feet.

Note: A survey of the site was not provided. The shapes and dimensions of the site are from recorded plats and the Hopkins Plat Book.

Area:

5,000 square feet or 0.11 acres

(Source: Miami-Dade County Property Appraiser's Office)

Topography and Drainage:

The site is level and approximately at street grade.

Flood Zone:

Map No. 12086C0312L (Effective September 11, 2009)

"X" Areas determined to be outside 0.2% annual chance floodplain

Soil and Subsoil:

The immediate area of the subject site appears to have no unusual soil or subsoil conditions. Unusual conditions would be brought out by test borings.

Utilities:

Water:	Miami-Dade Water and Sewer Department
Sewer:	Miami-Dade Water and Sewer Department
Electricity:	Florida Power & Light Company
Telephone:	AT & T

Street Improvements:

N. W. 5th Avenue is asphalt paved with a dedicated width of 50 feet. N. W. 5th Avenue contains one northbound lane and one southbound lane.

ZONING

ZONING

Under Ordinance of the City of Miami, Florida.

Classification: T5-R, URBAN CENTER ZONE - RESTRICTED

The urban center zone consists of higher density mixed-use building types that accommodate retail and office uses, rowhouses, and apartments. A network of small blocks has thoroughfares with wide sidewalks, steady street tree planting and buildings set close to the frontages with frequent doors and windows.

Permitted Principal Uses allowed by right include single family residences, duplexes, multifamily housing, community residences, and home offices. Uses permitted by exception include bed and breakfasts, recreational facilities, religious facilities, marinas, public parking, transit facility, childcare, elementary school, high school, and pre-schools.

Development Regulations

- Minimum Lot Size:* 1,200 square feet
- Maximum Lot Size:* 40,000 square feet
- Minimum Lot Width:* 16 feet
- Maximum Lot Coverage:* 60%
- Floor Lot Ratio:* None
- Minimum Green Space:* 10%
- Maximum Density:* 65 dwelling units per acre
- Setbacks:*
 - Front 10 feet
 - Side 0 feet
 - Back 0 feet
- Maximum Building Height:* Five stories
- Minimum Building Height:* Two stories

Minimum Offstreet Parking:

Principal Dwelling	1.5 spaces per unit
Community Residence	1 space per staff member in addition to required parking
Lodging	1 space per 5 lodging units
Office	3 spaces per 1,000 square feet
Commercial	3 spaces per 1,000 square feet
Civic	3 spaces per 1,000 square feet of exhibition area
Educational	2 spaces per 1,000 square feet

Attachment: File # 15053 - Exhibit B (15053 : Purchase of Property at 939 N.W. 5th Avenue, Miami, Florida, 33136; 720 N.W. 4th Avenue, Miami,

HIGHEST AND BEST USE

Attachment: File # 15053 - Exhibit B (15053 : Purchase of Property at 939 N.W. 5th Avenue, Miami, Florida, 33136; 720 N.W. 4th Avenue, Miami,

HIGHEST AND BEST USE

Fundamental to the concept of value is the theory of highest and best use. Land is valued as if vacant and available for its highest and best use.

The Appraisal Institute in *The Dictionary of Real Estate Appraisal, Sixth Edition*, defines highest and best use as follows:

The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and results in the highest value.

Land has limited value unless there is a present or anticipated use for it; the amount of value depends on the nature of the land's anticipated use, according to the concept of surplus productivity. Among all reasonable, alternative uses, the use that yields the highest present land value, after payments are made for labor, capital, and coordination, is generally regarded as the highest and best use of the land as though vacant.

The highest and best use of a property as improved refers to the optimal use that could be made of the property including all existing structures. The implication is that the existing improvement should be renovated or retained as so long as it continues to contribute to the total market value of the property, or until the return from a new improvement would more than offset the cost of demolishing the existing building and constructing a new one.

Estimating the highest and best use of a property comprises four stages of analysis:

1. Possible Use. What uses of the site being appraised are physically possible?
2. Permissible Use (Legal) What uses are permitted by Zoning and Deed Restriction, if any?
3. Feasible Use. Which possible and permissible uses will produce a net return to the owner of the site?
4. Maximally Productive. Among feasible uses, which use will produce the highest net return to the owner of the site?

The following four point test must be met in estimating the Highest and Best Use. The use must be legal. The use must be probable, not speculative or conjectural. There must be a profitable demand for such use and it must return to the land the highest net return for the longest period of time.

These tests have been applied to the subject property. In arriving at the estimate of Highest and Best Use, the subject site was analyzed as vacant and available for development.

Possible Use

The site has 50 feet of frontage on N. W. 5th Avenue, a secondary street. The road access and exposure of the site is adequate.

The site is 5,000 square feet in size which equates to 0.11 of an acre. The size and street frontage of the subject site would limit its use to a single use.

The site is rectangular, with street frontage on one side. The site has sufficient street frontage and width to have good functional utility.

The size, shape, width and street frontage of the site would indicate small scale use.

Permissible Use

Permissible or legal uses are those uses which are permitted by zoning or deed restrictions. There are presently no known private deed restrictions of record.

The site is zoned for residential uses. The zoning of the site permits houses, duplexes, townhouses and apartments. The maximum residential density is 65 dwelling units per acre. The maximum building footprint is 60% of the net lot area. The maximum building height is five stories.

Feasible Use/Maximally Productive Use

The physical characteristics and zoning of the subject property permit a wide range of potential uses. The possible and permissible uses of the subject site include residential uses.

The physical characteristics and zoning of the subject property would indicate a small scale use, such as an office building, mixed use office and residential use, hotel, or government building. The site is a middle block location that has street frontage on one side. The site has adequate road access and exposure. The site is located a few blocks from a Metro Rail station. Metro Rail is the mass transit elevated train system of Miami-Dade County.

The permissible uses of the subject site include residential uses.

Conclusion – As Vacant

Based on the zoning, physical characteristics, and surrounding uses, the highest and best use of the site is estimated to be for a single building with a residential use.

THE APPRAISAL PROCESS

APPRAISAL PROCESS

The value of a site can be estimated by various methods which include Direct Sales Comparison, Allocation, Extraction, Development Approach, Land Residual or Ground Rent Capitalization. However, the Direct Sales Comparison Approach is the most preferred and utilized technique when sales of comparable sites are available. The other methodologies are indirect techniques which are generally used when an area is primarily built-up and sales of comparable sites are scarce.

The Direct Sales Comparison Method of valuing the subject site was relied on due to the availability of recent land sales. In the Direct Sales Comparison Method, sales of similar recently sold sites with a similar highest and best use as the subject site are analyzed, compared and adjusted by time, property characteristics and location to indicate the Market Value of the subject site as though unimproved. The reliability of this approach is dependent upon the availability of comparable sales data, the verification of the sales data, the degree of comparability and the absence of non-typical conditions affecting the sale.

Data related to the subject property is derived from various sources including but not limited to the Miami-Dade County Property Appraiser's Office, the Miami-Dade County Clerk's Office, Miami-Dade County plats, FEMA flood zone maps, Land Development Regulations of the City of Miami and tax roll information provided by the Miami-Dade County Property Appraiser's Office.

Comparable sale sources include the Miami-Dade County Property Appraiser's Office, Board of Realtors' Multiple Listing Service, Costar, and Loopnet. Sale prices are typically confirmed with a party to the transaction, i.e. buyer, seller, real estate agent or attorney to the transaction.

LAND VALUE ANALYSIS

Attachment: File # 15053 - Exhibit B (15053 : Purchase of Property at 939 N.W. 5th Avenue, Miami, Florida, 33136; 720 N.W. 4th Avenue, Miami,

LAND VALUE

A value estimate is concluded by comparing the subject site to comparable land sales. Generally, the comparable land sales are adjusted by time, property, and location to indicate the Market Value of the subject site as though unimproved. This process is known as the Direct Sales Comparison Method.

The Direct Sales Comparison Method is a process of analyzing sales of similar recently sold land parcels in order to derive an indication of the most probable sales price of the site being appraised. The reliability of this approach is dependent upon the availability of comparable sales data, the verification of the sales data, the degree of comparability and the absence of non-typical conditions affecting the sale.

The following pages contain sales of similar land sites which have recently sold. Several other sales were considered, but were not included because there was too wide a difference in physical factors, location and time.

Various analytical techniques may be used to identify and measure adjustments. The techniques of comparative analysis can be grouped into two categories: quantitative and qualitative.

When quantitative analytical techniques are applied, mathematical processes are used to identify which elements of comparison require adjustment and to measure the amount of these adjustments.

The primary quantitative techniques, **Paired Data Analysis**, is a process in which two or more market sales are compared to derive an indication of the size of the adjustment for a single characteristic. Ideally, the sales being compared will be identical in all respects except for the element being measured.

Although paired data analysis is a theoretically sound method, it is sometimes impractical because only a narrow sampling of sufficiently similar properties may be available and it is difficult to quantify the adjustments attributable to all the variables.

The primary qualitative techniques, **Relative Comparison Analysis**, is the study of the relationship indicated by market data without recourse to quantification. This technique is utilized because it reflects the imperfect nature of real estate markets. To apply the technique, the appraisers analyze comparable sales to determine whether the comparables' characteristics are inferior, superior, or equal to those of the subject property.

A search is made of real estate market for all sales within the subject or competitive locations. While many sales were reviewed, the sales contained herein are considered most comparable to the subject properties as to all major factors of comparison.

A photograph of each sale, a summary of the sales, a sales map and a value conclusion follows herein.

LAND SALE 1

DATE: April 8, 2022

PRICE: \$420,000

TYPE INSTRUMENT: Warranty Deed

RECORDATION: O.R. Book 33162, Page 3702

FOLIO NUMBER: 01-3112-048-0363

GRANTOR: TP0403, LLC

GRANTEE: BD Falcon Investments, LLC

LEGAL: Lots 9 & 10, less the North 241.35 feet, Block 2, **PHOENIX PARK**, Plat Book 6, Page 80 of the Public Records of Miami-Dade County, Florida, less the South 25 feet oand less the West 5 feet.

LOCATION: 125 N. W. 76th Street
Miami, Florida

SITE DESCRIPTION:

Dimensions: 44 feet x 143.2 feet
Size: 6,321 Square Feet
0.15 Acres
Zoning: T5-R, Urban Center Zone, Restricted
Current Use: Vacant

UNIT PRICE: \$66.45 per square foot

FINANCING: Conventional first mortgage from Samjack Blackstone of \$437,000 at 4.16% interest for 360 months.

REMARKS: The property previously sold in September of 2018 for \$215,000



SALE 1

Attachment: File # 15053 - Exhibit B (15053 : Purchase of Property at 939 N.W. 5th Avenue, Miami, Florida, 33136; 720 N.W. 4th Avenue, Miami,

LAND SALE 2

DATE: October 7, 2022

PRICE: \$720,000

TYPE INSTRUMENT: Warranty Deed

RECORDATION: O.R. Book 33420, Page 1738

FOLIO NUMBER: 01-3113-063-0100

GRANTOR: 59 Street, LLC

GRANTEE: Surlittleriver1, LLC

LEGAL: The South 100 feet of Lots 11 & 12, Block 1, **HIGH SCHOOL PARK TRACT**, Plat Book 4, Page 44 of the Public Records of Miami-Dade County, Florida.

LOCATION: 55 N. W. 59th Street
Miami, Florida

SITE DESCRIPTION:

Dimensions: 100 feet x 110 feet
Size: 11,000 Square Feet
0.25 Acres

Zoning: T5-R, Urban Center Zone, Restricted
Current Use: Vacant

UNIT PRICE: \$65.45 per square foot

FINANCING: Cash.

REMARKS: The property previously sold in July of 2018 for \$280,000



SALE 2

LAND SALE 3

DATE: February 10, 2023

PRICE: \$380,000

TYPE INSTRUMENT: Warranty Deed

RECORDATION: O.R. Book 33584, Page 3084

FOLIO NUMBER: 01-3112-064-0040

GRANTOR: Miami Green Houses, LLC

GRANTEE: Emprendimientos Rua, LLC

LEGAL: Lot 5, **EAST COURT OF PHOENIX PARK**, Plat Book 9 Page 105 of the Public Records of Miami-Dade County, Florida.

LOCATION: 37 N. W. 76th Avenue
Miami, Florida

SITE DESCRIPTION:

Dimensions: 58.8 feet x 100 feet
Size: 5,279 Square Feet
0.12 Acres

Zoning: T5-R, Urban Center Zone, Restricted
Current Use: Vacant

UNIT PRICE: \$71.98 per square foot

FINANCING: Cash

REMARKS: The property previously sold in November of 2019 for \$125,000



SALE 3

LAND SALE 4

DATE: April 3, 2023

PRICE: \$875,000

TYPE INSTRUMENT: Warranty Deed

RECORDATION: O.R. Book 33653, Page 1778

FOLIO NUMBER: 01-3112-105-0030

GRANTOR: Phares Poliard

GRANTEE: 101 Royal Palm, LLC

LEGAL: Lot 3, Block 1, **PELAEZ-ZOGBY SUBDIVISION**, Plat Book 129, Page 65 of the Public Records of Miami-Dade County, Florida.

LOCATION: 101 N. W. 76th Street
Miami, Florida

SITE DESCRIPTION:

Dimensions: 84.2 feet x 143.2 feet
Size: 12,043 Square Feet
0.28 Acres
Zoning: T5-R, Urban Center Zone, Restricted
Current Use: Vacant

UNIT PRICE: \$72.66 per square foot

FINANCING: Cash.

REMARKS: The property had no sales in the prior five years.



SALE 4

LAND SALE 5

DATE: June 26, 2023

PRICE: \$300,000

TYPE INSTRUMENT: Warranty Deed

RECORDATION: O.R. Book 33783, Page 331

FOLIO NUMBER: 01-3112-065-0460

GRANTOR: Sanchez Holdings, LLC

GRANTEE: Vizion 7538, LLC

LEGAL: Lot 3, Block 5, **ROSELAWN PARK**, Plat Book 9, Page 121 of the Public Records of Miami-Dade County, Florida.

LOCATION: 7544 N. E. First Court
Miami, Florida

SITE DESCRIPTION:

Dimensions: 47.5 feet x 100 feet
Size: 4,750 Square Feet
0.11 Acres

Zoning: T5-R, Urban Center Zone, Restricted
Current Use: Vacant

UNIT PRICE: \$63.16 per square foot

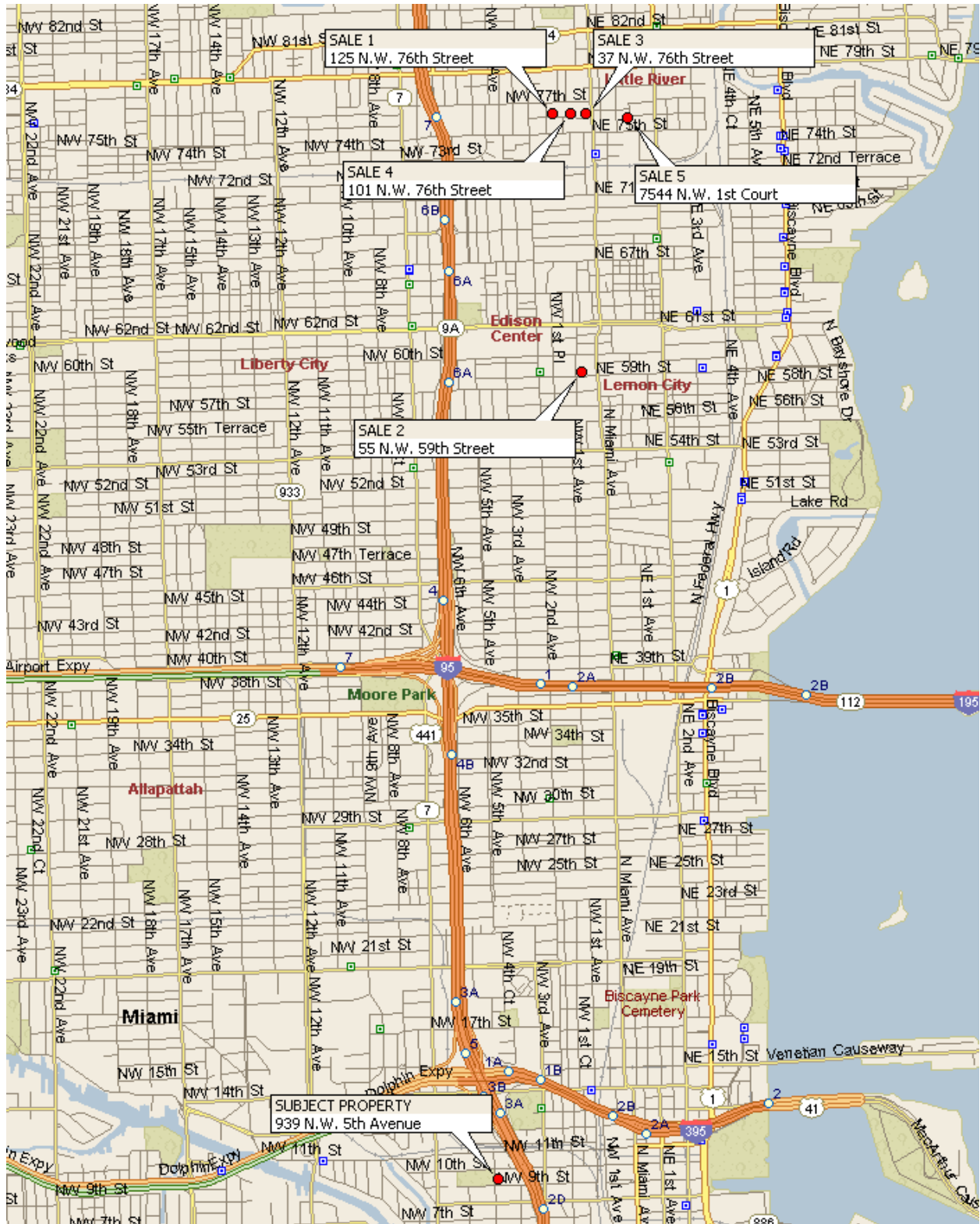
FINANCING: Cash.

REMARKS: The property sold previously in May of 2021 for \$171,000.



SALE 5

LAND SALES MAP



Attachment: File # 15053 - Exhibit B (15053 : Purchase of Property at 939 N.W. 5th Avenue, Miami, Florida, 33136; 720 N.W. 4th Avenue, Miami,

SUMMARY OF LAND SALES

CHARACTERISTICS	SUBJECT	SALE 1	SALE 2	SALE 3	SALE 4	SALE 5
DATE OF SALE		4/8/22	10/7/22	2/10/23	4/3/23	6/26/23
SALE PRICE		\$420,000	\$720,000	\$380,000	\$875,000	\$300,000
O.R. BOOK/PAGE		33162/3702	33420/1738	33584/3084	33653/1778	33783/331
ADDRESS	939 N.W 5 Ave.	125 N.W. 76 St.	55 N.W. 59 St.	37 N.W. 76 St.	101 N.W. 76 St	7544 N.E. 1 Ct.
LOCATION		4¼ Miles NE	3¼ Miles NE	4¼ Miles NE	4¼ Miles NE	4¼ Miles NE
LAND SIZE (SF)	5,000	6,321	11,000	5,279	12,043	4,750
LAND SIZE (ACRES)	0.11	0.15	0.25	0.12	0.28	0.11
ZONING	T5-R	T5-R	T5-R	T5-R	T5-R	T5-R
USE AT SALE	Vacant	Vacant	Vacant	Vacant	Vacant	Vacant
PRICE PAID/SF		\$66.45	\$65.45	\$71.98	\$72.66	\$63.16

Attachment: File # 15053 - Exhibit B (15053 : Purchase of Property at 939 N.W. 5th Avenue, Miami, Florida,

ANALYSIS OF SALES

The land sales range in unit price from \$63.16 to \$72.66 per square foot of land area. The sales range in time from April of 2022 to June of 2023.

Property Rights

The fee simple interest is the property right of the subject property being valued. The comparable sales involved the same type of property rights.

Financing

The sales were all financed with cash. The financing of the sales does not indicate any adjustments of their prices for favorable/below market financing.

Conditions of Sale

All of the sales were arm's-length transactions. An arm's-length transaction is defined as a transaction freely arrived at in the open market unaffected by abnormal pressure or by the absence of normal competitive negotiation as might be true in the case between related parties.

Date of Sale (Market Conditions)

The sales occurred between April of 2022 and June of 2023. An upward trend in prices for land sites in the subject market area is evident over this time period. The unit prices of Sales 1 and 2, sales occurring in 2022, require upward adjustments for increasing market conditions.

Location

The sale sites are located in the city of Miami, within a 4¼ mile radius of the subject. The locations of the sale sites are considered similar to the location of the subject.

Land Size

The sale sites range in size from 4,750 to 12,043 square feet. The subject site at 5,000 square feet is within the range of sizes of the sale properties. The sales do not indicate a difference in unit price based on site size.

Zoning

The subject site is zoned for residential use in a T5-R district. The sale sites are also zoned T5-R zones. The zonings of the sale sites are similar to the zoning of the subject site.

Conclusion

The land sales range in unit price from \$63.16 to \$72.66 per square foot of land area.

A summary of the adjustments is as follows:

————— *QUINLIVAN APPRAISAL* —————

ADDENDA

ASSUMPTIONS AND LIMITING CONDITIONS

This Appraisal Report has been made with the following general assumptions:

1. No responsibility is assumed for the legal description or for matters including legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated.
2. The property is appraised free and clear of any or all liens or encumbrances unless otherwise stated.
3. Responsible ownership and competent property management are assumed.
4. The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.
5. All engineering is assumed to be correct. The plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.
6. If no survey has been furnished to the appraiser, all measurements have been confirmed either in the field, in the plat book or by other reliable sources and are presumed to be accurate.
7. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.
8. It is assumed that there is full compliance with all applicable federal, state and local environmental regulations and laws unless noncompliance is stated, defined and considered in the Appraisal Report.
9. It is assumed, unless a study has been provided otherwise, that no hazardous material such as asbestos, urea formaldehyde or other toxic waste exists in the property. The existence of a potentially hazardous material could have a significant effect on the value of the property.

10. In reference to proposed construction, the real estate taxes and other expenses are Estimated. These amounts are not guaranteed.
11. It is assumed in the valuation of the subject land site, unless a compliance letter has been furnished to us, that the State of Florida Growth Management Act does not prevent the issuance of a building permit.
12. It is assumed that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.
13. It is assumed that the utilization of the land and improvements is within the boundaries of property lines of the property described and that there is no encroachment or trespass unless noted in the report.

This Appraisal Report has been made with the following general limiting conditions:

1. The distribution, if any, of the total valuation of this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.
2. Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraiser, and in any event, only with proper written qualification and only in its entirety.
3. The appraiser herein by reason of this appraisal is not required to give further consultation, testimony, or be in attendance in court with reference to the property in question unless arrangements have been previously made.
4. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news, sales, or other media without the prior written consent and approval of the appraiser.

QUALIFICATIONS OF THE APPRAISER

THOMAS F. MAGENHEIMER

Experience:

11/84 - Present **QUINLIVAN APPRAISAL, P.A.**
 7300 N. Kendall Drive, Suite 530
 Miami, Florida

Currently president of Quinlivan Appraisal, P.A., a Real Estate Appraising and Consulting Firm, Established in 1964.

Education:

University of Richmond, Richmond, Virginia
 BA - Bachelor of Arts in History (1982)

Professional Affiliations:

Member of the Appraisal Institute (MAI No. 09166)
 Real Estate Salesman - State of Florida - Certificate No. 0344882
 Certified General Appraiser, State of Florida, License No. RZ 553
 Member Sigma Alpha Epsilon Fraternity

Qualified as an Expert Witness in the Following Courts:

Miami-Dade and Broward County Circuit Courts
 United States Bankruptcy Court

Other Activities:

Admissions Committee - South Florida-Caribbean Chapter of the Appraisal Institute - (1992)
 Newsletter Editor - South Florida-Caribbean Chapter of the Appraisal Institute - (1991 - 1995)
 President - South Florida-Caribbean Chapter of the Appraisal Institute - (1996)
 Board of Trustees - Palmer-Trinity School (1989 - 1993)

Quinlivan Appraisal has prepared Appraisal Reports for the following:

Institutions and Corporations:

AT&T
 Alpha Realty Advisors
 Archdiocese of Miami
 Apollo Bank
 The Bank of America
 Bank United
 Barry University
 Bessemer Trust Company
 California Bank and Trust
 Chevron Oil Company
 Chase Manhattan Bank
 Chemical Bank
 Citibank
 City National Bank of Miami
 Coamerica Bank
 Coconut Grove Bank
 Commerce Bank
 Commercial Bank of Florida
 Eastern National Bank
 Espirito Santo Bank
 First American Bank
 First Bank Florida
 Farm Credit of South Florida
 First International Bank
 First National Bank of South Miami
 Florida International University
 First Nationwide Bank
 Florida Memorial College
 Florida Power and Light Company
 Florida Rock Industries
 Greyhound Lines
 HSBC
 Hemisphere National Bank
 Iberia Bank
 Intercontinental Bank
 International Bank of Miami, N.A.
 Jackson Health System
 Jetstream Financial Credit Union
 LaSalle National Bank
 Marine Midland Bank
 McDonalds Corp.
 Mellon United National Bank
 Miami-Dade County Community College
 Northern Trust Bank of Florida

Ocean Bank
 Pacific National Bank
 Shell Oil Company
 Silver Hill Funding
 South Trust Bank
 SunTrust Bank
 TotalBank
 Trust for Public Lands
 University of Miami
 U. S. Century Bank
 Wachovia
 Wal-Mart
 YMCA

Governmental Agencies:

City of Aventura
 City of Coral Gables
 City of Doral
 City of Florida City
 City of Hialeah
 City of Homestead
 City of Miami
 City of Miami Parking Authority
 City of Miami Beach
 City of Miramar
 City of North Bay Village
 City of North Miami
 City of North Miami Beach
 City of South Miami
 City of Sunny Isles Beach
 Miami-Dade County Aviation Department
 Miami-Dade County Department of Development & Facilities Management
 Miami-Dade County HUD
 Miami-Dade County Property Appraisal Adjustment Board
 Miami-Dade County Public Schools
 Miami-Dade County Public Works Department
 Miami-Dade County Transportation Administration
 Miami-Dade Water & Sewer Department
 South Florida Water Management District
 State of Florida, Attorney General's Office
 State of Florida, Department of Community Affairs
 State of Florida, Department of Corrections
 State of Florida, Department of Environmental Protection
 State of Florida, Department of Insurance
 State of Florida, Department of Rehabilitation and Liquidation
 State of Florida, Department of Transportation
 Town of Golden Beach

Town of Bay Harbor Islands
 Town of Miami Lakes
 United States Army Corps of Engineers
 United States Department of Justice
 United States Department of Commerce
 United States Department of the Interior
 United States General Services Administration
 Village of Islamorada
 Village of Key Biscayne
 Village of Pinecrest
 Village of Palmetto Bay

Law Firms:

Akerman Senterfitt
 Greenberg, Traurig
 Daniels, Kashton, Downs and Robertson
 Holland and Knight, LLP
 Shutts & Bowen
 Ruden McClosky, LLP
 Steel, Hector & Davis, LLP
 Weiss, Serota, Helfman, Pastoriza, Guedes, Cole and Boniske, P.A.

Types of Properties Appraised:

Single Family Residences	Vacant Land
Apartment Buildings	Hotel/Motels
Office Buildings	Warehouses
Retail Stores	Nursing Homes
Shopping Centers	Mobile Home Parks
Condominium Apartment Buildings	Schools
Golf Courses	Service Stations
Residential Subdivisions	Marinas
Automobile Dealerships	Wetlands

APPRAISAL REPORT
A 3,000 SQUARE FOOT LAND PARCEL

LOCATED AT:

**720 N. W. 4TH AVENUE
MIAMI, FLORIDA**

PREPARED FOR:

**CITY OF MIAMI COMMUNITY REDEVELOPMENT AGENCY
819 N. W. SECOND AVENUE, THIRD FLOOR
MIAMI, FLORIDA 33136**

AS OF:

AUGUST 5, 2023

PREPARED BY:

**QUINLIVAN APPRAISAL, P.A.
7300 NORTH KENDALL DRIVE - SUITE 530
MIAMI, FLORIDA 33156**

QUINLIVAN APPRAISAL
A PROFESSIONAL ASSOCIATION
7300 NORTH KENDALL DRIVE, SUITE 530
MIAMI, FLORIDA 33156

Thomas F. Magenheimer, MAI
State Certified General Appraiser
RZ 553

Telephone (305) 663-6611
Fax (305) 670-4330
tmagmai@aol.com

August 21, 2023

Brian Zeltsman, RA
Director of Architecture & Development
City of Miami Southeast Overtown Park
West Community Redevelopment Agency
819 N.W. Second Avenue
Miami, Florida 33136

Dear Mr. Zeltsman:

In accordance with your request and authorization, I have prepared this Appraisal Report covering the following described property:

A 3,000 square foot land parcel, located at 720 N.
W. 4th Avenue, Miami, Florida

The purpose of this Appraisal is to estimate the Market Value of the described property as of August 5, 2023, being one of the dates of personal inspection.

This report was prepared in accordance with the requirements of the Financial Institutions Reform, Recovery and Enforcement Act of 1989 (FIRREA) relating to appraisal standards as enumerated in Title 12, Code of Federal Regulation, Part 34 (12CFR34) and in compliance with the most current Uniform Standards of Professional Appraisal Practice (USPAP) as adopted by the Appraisal Standards Board of the Appraisal Foundation.

The narrative Appraisal Report that follows sets forth the identification of the property, the assumptions and limiting conditions, pertinent facts about the area and the subject property, comparable data, the results of the investigations and analyses, and the reasoning leading to the conclusions set forth.

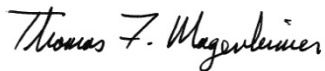
Mr. Brian Zeltsman
August 21, 2023
Page 2

Based on the inspection of the property and the investigation and analyses undertaken, I have formed the opinion that, as of August 5, 2023, the subject property had a Market Value as follows:

TWO HUNDRED FIFTY-FIVE THOUSAND DOLLARS

\$255,000

Respectfully submitted,



Thomas F. Magenheimer, MAI
State-Certified General Appraiser
Certification Number: RZ 553

TFM/dm
(23-055_1)

TABLE OF CONTENTS

	<u>PAGE</u>
COVER PAGE	
TRANSMITTAL LETTER	
TABLE OF CONTENTS	
<i>CERTIFICATION OF VALUE</i>	1
SUMMARY OF SALIENT FACTS AND CONCLUSIONS.....	3
<i>INTRODUCTION</i>	6
INTRODUCTION	7
IDENTIFICATION OF THE PROPERTY.....	7
ADDRESS.....	7
PURPOSE AND DATE OF APPRAISAL	7
INTENDED USE AND USER OF APPRAISAL.....	7
LEGAL DESCRIPTION.....	7
PROPERTY RIGHTS APPRAISED	7
DEFINITION OF MARKET VALUE.....	8
ASSESSMENT AND TAXES -2022	9
OWNER OF RECORDS AND ADDRESS	9
THREE-YEAR HISTORY OF TITLE.....	9
<i>SCOPE OF THE APPRAISAL</i>	10
<i>LOCATION ANALYSIS</i>	13
NEIGHBORHOOD DATA.....	14
<i>SITE DATA</i>	18
<i>ZONING</i>	21
<i>HIGHEST AND BEST USE</i>	24
<i>THE APPRAISAL PROCESS</i>	27
<i>LAND VALUE ANALYSIS</i>	29
<i>ADDENDA</i>	45
ASSUMPTIONS AND LIMITING CONDITIONS	
QUALIFICATIONS	
CLIENT LIST	

Attachment: File # 15053 - Exhibit B (15053 : Purchase of Property at 939 N.W. 5th Avenue, Miami, Florida, 33136; 720 N.W. 4th Avenue, Miami,

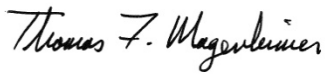
CERTIFICATION OF VALUE

The undersigned hereby certify that, to the best of my knowledge and belief:

- (A) The statements of fact contained in the report are true and correct.
- (B) The reported analyses, opinions and conclusions are limited only by the assumptions and limiting conditions set forth, and are my personal, unbiased professional analyses, opinions and conclusions.
- (C) I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved.
- (D) I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- (E) My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- (F) The appraisers' compensation for completing this assignment is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal. Furthermore, the appraisal assignment was not based on a requested minimum valuation, a specific valuation or the approval of a loan.
- (G) The appraisers' analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice, and the requirements of the State of Florida for state-certified appraisers.
- (H) Use of this report is subject to the requirements of the State of Florida relating to review by the Real Estate Appraisal Subcommittee of the Florida Real Estate Commission.
- (I) Thomas F. Magenheimer has made a personal inspection of the property that is the subject of this report.
- (J) No one has provided professional assistance to the persons signing this report.

- (K) The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute.
- (L) The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- (M) The undersigned performed market value appraisals regarding the subject property dated July 27, 2022 and January 13, 2023.

As of the date of this report, Thomas F. Magenheimer has completed the requirements under the continuing education program for The Appraisal Institute.



THOMAS F. MAGENHEIMER, MAI
STATE-CERTIFIED GENERAL APPRAISER
CERTIFICATION NUMBER: RZ 553

SUMMARY OF SALIENT FACTS AND CONCLUSIONS

Purpose of Appraisal	Market Value
Property Rights Appraised	Fee Simple
Address	720 N. W 4 th Avenue, Miami, Florida
Legal Description	Lot 4, DAVENPORTS SUBDIVISION , according to the Plat thereof, as recorded in Plat Book 1, Page 81, of the Public Records of Miami-Dade County, Florida
Land Size	3,000 square feet
Zoning	T5-O, Urban Center Zone, Open City of Miami
Highest and Best Use	Residential or commercial use
Estimated Market Value	\$255,000
Date of Value Estimate	August 5, 2023
Date of Inspection	August 5, 2023
Date of Report	August 21, 2023

Attachment: File # 15053 - Exhibit B (15053 : Purchase of Property at 939 N.W. 5th Avenue, Miami, Florida, 33136; 720 N.W. 4th Avenue, Miami,



LOOKING SOUTHWESTERLY AT SUBJECT FROM N. W. 4TH AVENUE



LOOKING NORTHWESTERLY AT SUBJECT FROM N. W. 4TH AVENUE

Attachment: File # 15053 - Exhibit B (15053 : Purchase of Property at 939 N.W. 5th Avenue, Miami, Florida, 33136; 720 N.W. 4th Avenue, Miami,



LOOKING SOUTHERLY ON N. W. 4TH AVENUE – SUBJECT TO RIGHT



LOOKING NORTHERLY ON N. W. 4TH STREET – SUBJECT TO LEFT

INTRODUCTION

Attachment: File # 15053 - Exhibit B (15053 : Purchase of Property at 939 N.W. 5th Avenue, Miami, Florida, 33136; 720 N.W. 4th Avenue, Miami,

INTRODUCTION

IDENTIFICATION OF THE PROPERTY

A 3,000 square foot vacant land parcel.

ADDRESS

720 N. W. 4th Avenue,
Miami, Florida

PURPOSE AND DATE OF APPRAISAL

The purpose of this Appraisal is to estimate the Market Value of the subject property as of August 5, 2023, being one of the dates of personal inspection.

INTENDED USE AND USER OF APPRAISAL

The intended use of this appraisal is to estimate the market value of the described property for a potential purchase of the property. The intended user is the Southeast Overtown/Park West Community Redevelopment Agency of the City of Miami.

LEGAL DESCRIPTION

Lot 4, **DAVENPORTS SUBDIVISION**, according to the Plat thereof, as recorded in Plat Book 1, Page 81, of the Public Records of Miami-Dade County, Florida

PROPERTY RIGHTS APPRAISED

The property is appraised in fee simple: a fee without limitations to any particular class of heirs or restrictions, but subject to the limitations of eminent domain, escheat, police power and taxation, as well as utility easements of record.

DEFINITION OF MARKET VALUE

Market Value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- (1) buyer and seller are typically motivated;
- (2) both parties are well informed or well advised and acting in what they consider their own best interest;
- (3) a reasonable time is allowed for exposure to the open market;
- (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- (5) the price represents a normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Source: Interagency Appraisal and Evaluation Guidelines, December 10, 2010, Federal, Volume 75, No. 237, Page 77472

ASSESSMENT AND TAXES - 2022

The subject property is assessed under the jurisdiction of the City of Miami, Florida.

The assessment for the property is established each year as of January 1st by the Miami-Dade County Property Appraiser's Office at 100% of "Just Value." Just Value has been equated to Market Value less closing costs. While the State of Florida requires real estate to be assessed at 100% of Just Value, in reality the ratio of the assessed value to sales price is generally below 100%.

Folio Number: 01-3137-028-0030

County Market Value:

Land	\$ 150,000
Improvements	\$ <u>0</u>
Total	\$ 150,000

Assessed Value: \$50,821

Millage Rate: \$20.6152 per \$1,000

Tax Amount: \$1,701.17

OWNER OF RECORDS AND ADDRESS

National Financial Corporation, Trustee
701 Brickell Avenue, Ste. 3300
Miami, FL 33131

THREE-YEAR HISTORY OF TITLE

According to the Public Records of Miami-Dade County, there have been no sale transfers of the subject property during the past three years.

SCOPE OF THE APPRAISAL

Attachment: File # 15053 - Exhibit B (15053 : Purchase of Property at 939 N.W. 5th Avenue, Miami, Florida, 33136; 720 N.W. 4th Avenue, Miami,

SCOPE OF THE APPRAISAL

The scope of the assignment relates to the extent and manner in which research is conducted, data is gathered and analysis is applied, all based upon the following problem-identifying factors stated elsewhere in this report.

This appraisal of the subject has been presented in the form of a Summary Appraisal Report, which is intended to comply with the reporting requirements set forth under Standards Rule 2-2 (b) of the USPAP.

Data related to the subject property was derived from various sources including but not limited to the Miami-Dade County Property Appraiser's Office, Miami-Dade County plats, FEMA flood zone maps, Land Development Regulations of the City of Miami, and tax roll information provided by the Miami-Dade County Property Appraiser's Office.

Comparable sale sources include the Miami-Dade County Property Appraiser's Office, the Miami-Dade County Clerk of the Courts Office, Board of Realtors' Multiple Listing Services, CoStar, and LoopNet. Sales prices are typically confirmed with a party to the transaction, i.e., buyer, seller, real estate agent or attorney to the transaction.

A search for land sales was conducted in the area of the subject. The initial sales period researched was from January of 2021 through the date of valuation. Several other sales were considered, but were not included because there was too wide a difference in physical factors, location and time.

ESTIMATED EXPOSURE TIME

Exposure time is defined as the estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective estimate based upon an analysis of past events assuming a competitive and open market.

The overall concept of reasonable exposure encompasses not only adequate, sufficient and reasonable time but also adequate, sufficient and reasonable effort.

In estimating a reasonable exposure time for the subject property, the appraisers have taken the following steps:

Discussion with buyers, sellers, brokers and/or review of multiple listings of vacant land in the area related to historic marketing periods.

Based on the above sources, exposure time is estimated to have been twelve months for the subject property.

ESTIMATED MARKETING PERIOD

The estimated value of the subject is predicated upon a normal marketing period. A normal marketing period is generally defined as the most probable amount of time necessary to expose and actively market a property on the open market to achieve a sale. Implicit in this definition are the following assumptions:

- (A) The property will be actively exposed and aggressively marketed to potential purchasers through marketing channels commonly used by sellers and buyers of similar type properties.
- (B) The property will be offered at a price reflecting the most probable markup over market value used by sellers of similar type properties.
- (C) A sale will be consummated under the terms and conditions of the definition of Market Value required by the regulation.

In order to estimate the marketability of this property, the sales activity in this market area was reviewed over the past three years, multiple listings were reviewed and real estate brokers who operate in this area were interviewed.

Based on the above sources, the subject property could be sold within a twelve month time period.

LOCATION ANALYSIS

Attachment: File # 15053 - Exhibit B (15053 : Purchase of Property at 939 N.W. 5th Avenue, Miami, Florida, 33136; 720 N.W. 4th Avenue, Miami,

NEIGHBORHOOD DATA

The subject property is located in the northern periphery of the Central Business District of Miami in an area known as Park West. The site is located on the west side of N. W. 4th Avenue, between, N. W. 7th Street and N. W. 8th Street, one block west of Interstate 95,

Biscayne Boulevard (U.S. Highway #1) is a north/south traffic artery in the City of Miami. Biscayne Boulevard extends northerly from Brickell Avenue to the Broward County line. The majority of commercial properties in the subject neighborhood front on Biscayne Boulevard. These commercial properties include motels, retail stores, restaurants, and multiple story office buildings.

The Overtown area located west of Interstate 95 and north of the Miami River is a mixed use area comprised of low rise apartment buildings and industrial properties. A bridge spanning the Miami River is located at N.W. 7th Avenue, there block southwest of the subject property. Several of the properties located in the area are maritime industrial uses related to the Miami River.

The Overtown area, west of N.W. 1st Avenue and north of N.W. 5th Street to N.W. 20th Street, is characterized by a large number of small apartment buildings. These buildings were constructed primarily in the late 1940s and 1950s. These buildings generally are in poor to fair condition, with virtually no new private construction in recent years.

There are two 30-story high-rise apartment buildings located just north of the former Miami Arena site at N.W. 8th Street and N.W. 1st Avenue. These buildings were constructed on City of Miami land by private developers. The south building, Bayview Towers, was constructed in 1989 and contains 356 units. The north building, Park Place by the Bay, was constructed in 1990 and contains 463 units. The rental rates area relatively reasonable in these buildings.

There has been little redevelopment in this area. The stimulus to speculation has been the Performing Arts Center on Biscayne Boulevard at N.E. 13th Street. The construction was completed in 2007. In addition to the speculation related to the Performing Arts Center, the establishment of the Park West Entertainment District by the City in April of 2000 had a positive affect on the property values.

The intent of the Ordinance was to eliminate the distance requirements between nightclubs and to actually encourage establishment of clubs in close proximity to one another. It also provides for 24-hour liquor licenses within the district. The Park West Entertainment District is bounded by S.R. 836/I-395 to the north, Biscayne Boulevard to the east, N.E. 7th Street to the south, and North Miami Avenue to the west.

Motivated by the liberal provisions of the Park West Entertainment District, in conjunction with greater restrictions being placed on nightclub operators on South Beach, club owners have acquired a number of older industrial buildings and vacant sites in the area - primarily along N.E. 11th Street and N.E. 10th Streets. The older buildings have been totally renovated and opened as nightclubs, reportedly with tremendous success. Although no new buildings have been built on vacant sites, several are reportedly planned.

The Central Business District of Miami is located just southeast of the Overtown area. The Central Business District is defined with Biscayne Boulevard at the east boundary, N.W./S.W. 1st Avenue to the west, N.E. 5th Street to the north and the Miami River to the south. The Central Business District is comprised of offices, hotels and retail stores. The older buildings were constructed primarily in the period between 1920 and 1940. The newer buildings were constructed primarily in the 1960s and 1970s. Flagler Street is the primarily retail/office street in the Central Business District of Miami. There are a variety of retail stores, department stores and offices fronting along Flagler Street in the Central Business District.

Major office buildings in this area of Flagler Street and in the Central Business District include Israel Discount Bank Building, Alfred I. DuPont Building, Bank of Miami, Biscayne Building, City National Bank, Roberts Building, Courthouse Tower, Museum Tower, One Biscayne Tower, Bank of America Tower, SunTrust International Center, Wachovia Financial Center and Miami Center.

The Government Center is bordered on the east by the Metrorail Guideway (N.W. 1st Avenue), on the west by Interstate 95, on the south by Flagler Street and on the north by N.W. 5th Street. This is an area zoned for Government/Institutional uses.

There are two seven-story State of Florida Office buildings located on the east side of N.W. 2nd Avenue between N.W. 4th Street and N.W. 5th Street. The five-story City of Miami Police Station is located on the west side of N.W. 2nd Avenue, across from the State of Florida Office building.

The 29-story Metro-Dade County Government Center is located approximately one mile south of the subject sites on the east side of N.W. 2nd Avenue between N.W. 1st Street and N.W. 3rd Street. This 500,000 square foot office building houses most of the Miami-Dade Government Offices.

The former City of Miami Administrative Building (Hickman Building) is located on the northeast corner of N.W. 2nd Street and N.W. 3rd Avenue. The City of Miami moved their administrative office to a larger building in 1992 at S.W. 2nd Avenue and S.W. 4th Street. The Hickman Building now houses Miami-Dade County Parks Department and the Juvenile Assessment Center.

Miami-Dade County has two multi-level parking garages on the north and south sides of N.W. 1st Street, just east of N.W. 3rd Avenue.

The Miami-Dade County Cultural Center which contains the Art Museum of Miami-Dade County, the Historical Museum of Southern Florida and Main Branch of the Miami Public Library, is located adjacent to the south of the Miami-Dade County Government Center.

The Miami-Dade County Courthouse is located on West Flagler Street at N.W. 1st Avenue. Due to proximity to the courthouse, most offices along Flagler Street are occupied by attorneys and their support services.

The Overtown Station of Miami-Dade County's Rapid Transit System, known as Metrorail, is located at N.W. 8th Street and N.W. 1st Avenue. The Metrorail is an elevated track train system

which extends north and west through the City of Hialeah to the Palmetto Expressway at N.W. 74th Street, and south to the Dadeland area.

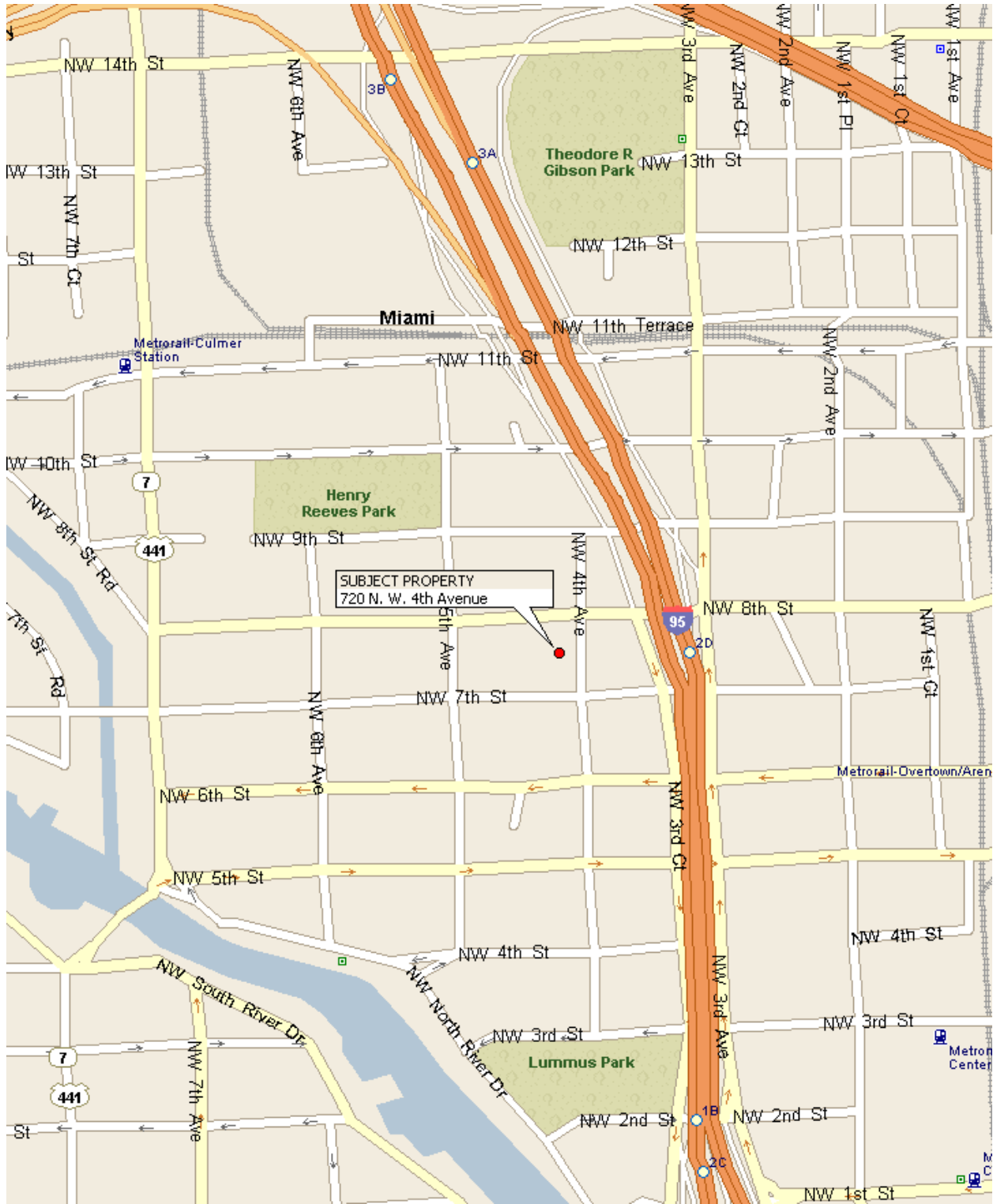
The Downtown Metromover emanates from the Government Center Station. The Metromover is an elevated track, remote controlled vehicle system which provides local transportation in the Central Business District. The Metromover track extends southerly to S.E. and S.W. 4th Street, easterly to Biscayne Boulevard, northerly to N.E. and N.W. 5th Street and westerly to N.E. and N.W. 2nd Avenue. The Metromover has nine stations throughout the Central Business District of Miami. Extensions of the Downtown Metromover have been constructed that run to the Omni and Brickell Avenue areas.

The Federal Law Enforcement Building, known as the General Services Administration (GSA) Building, is located along the west side of N.E. 1st Avenue, between N.E. 4th and 5th Streets. This 308,000 square foot, 12-story building was recently constructed by the City of Miami in two phases and is leased to the Federal Government. There is one floor of partially sub-level parking, with the top three floors utilized as courtrooms to handle the overflow from the main courthouse. Various governmental offices occupy 100 percent of this building, with the U.S. Attorney's Office and the U.S. Marshall's Service as primary tenants.

The U.S. Bureau of Prisons Metropolitan Federal Detention Center was recently built immediately west of the GSA Building. This 22-story facility houses a total of 946 inmates for all four security wards - minimum, low, medium, and maximum.

In summary, the subject property is located north of the Central Business District of Miami, in an older multi-family/commercial area known as Overtown, a short distance from the Florida State Office Buildings and the Metro-Dade County Government Center.

NEIGHBORHOOD MAP



Attachment: File # 15053 - Exhibit B (15053 : Purchase of Property at 939 N.W. 5th Avenue, Miami, Florida, 33136; 720 N.W. 4th Avenue, Miami,

SITE DATA

Attachment: File # 15053 - Exhibit B (15053 : Purchase of Property at 939 N.W. 5th Avenue, Miami, Florida, 33136; 720 N.W. 4th Avenue, Miami,

SITE DATA**Dimensions and Shape:**

The site is rectangular.

The east property line of the site fronts for 30 feet on the west right-of-way line of N. W. 4th Avenue and has a depth westerly of 100 feet.

Note: A survey of the site was not provided. The shapes and dimensions of the site are from recorded plats and the Hopkins Plat Book.

Area:

3,000 square feet or 0.07 acres

(Source: Miami-Dade County Property Appraiser's Office)

Topography and Drainage:

The site is level and approximately at street grade.

Flood Zone:

Map No. 12086C0314L (Effective September 11, 2009)

"X" Areas determined to be outside 0.2% annual chance floodplain

Soil and Subsoil:

The immediate area of the subject site appears to have no unusual soil or subsoil conditions. Unusual conditions would be brought out by test borings.

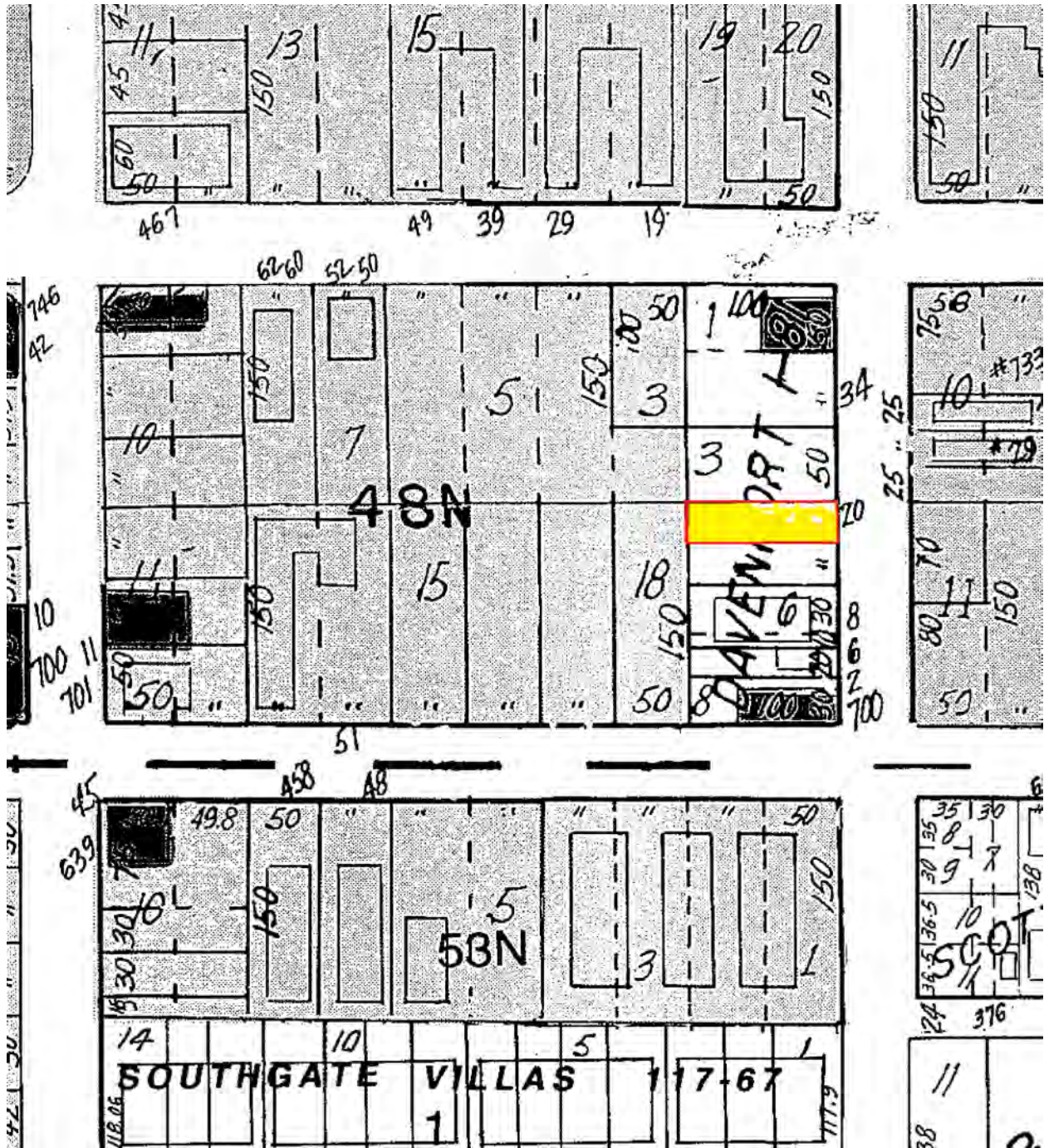
Utilities:

Water:	Miami-Dade Water and Sewer Department
Sewer:	Miami-Dade Water and Sewer Department
Electricity:	Florida Power & Light Company
Telephone:	AT & T

Street Improvements:

N. W. 4th Avenue is asphalt paved with a dedicated width of 50 feet. *N. W. 4th Avenue* contains one northbound lane and one southbound lane.

SITE SKETCH



Attachment: File # 15053 - Exhibit B (15053 : Purchase of Property at 939 N.W. 5th Avenue, Miami, Florida, 33136; 720 N.W. 4th Avenue, Miami,

ZONING

ZONING

Under Ordinance of the City of Miami, Florida.

Classification: T5-O URBAN CENTER ZONE - OPEN

The urban center zone consists of higher density mixed-use building types that accommodates retail and office uses, rowhouses, and apartments. A network of small blocks has thoroughfares with wide sidewalks, steady street tree planting and buildings set close to the frontages with frequent doors and windows.

Permitted Principal Uses allowed by right include single family residences, duplexes, multifamily housing, dormitory, community residences, home offices, bed & breakfasts, inns, hotels, entertainment establishments, food service establishments, general commercial, offices, recreational facilities, religious facilities, learning center, pre-school, and research facilities. Uses permitted by warrant (administrative process) include auto related facilities, marine related facilities, open air retail, community facilities, infrastructure and utilities, community support facilities, marinas, public parking, transit facilities, childcare, universities, schools, and vocational training. Uses permitted by exception include alcohol beverage service establishments.

Development Regulations

- Minimum Lot Size:* 1,200 square feet
- Maximum Lot Size:* 40,000 square feet
- Minimum Lot Width:* 16 feet
- Maximum Lot Coverage:* 60%
- Floor Lot Ratio:* None
- Minimum Green Space:* 10%
- Maximum Density:* 65 dwelling units per acre
- Setbacks:*
 - Front 10 feet
 - Side 0 feet
 - Back 0 feet
- Maximum Building Height:* Five stories
- Minimum Building Height:* Two stories

Minimum Offstreet Parking:

Principal Dwelling	1.5 spaces per unit
Community Residence	1 space per staff member in addition to required parking
Lodging	1 space per 5 lodging units
Office	3 spaces per 1,000 square feet
Commercial	3 spaces per 1,000 square feet
Civic	3 spaces per 1,000 square feet of exhibition area
Educational	2 spaces per 1,000 square feet

Attachment: File # 15053 - Exhibit B (15053 : Purchase of Property at 939 N.W. 5th Avenue, Miami, Florida, 33136; 720 N.W. 4th Avenue, Miami,

HIGHEST AND BEST USE

HIGHEST AND BEST USE

Fundamental to the concept of value is the theory of highest and best use. Land is valued as if vacant and available for its highest and best use.

The Appraisal Institute in *The Dictionary of Real Estate Appraisal, Sixth Edition*, defines highest and best use as follows:

The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and results in the highest value.

Land has limited value unless there is a present or anticipated use for it; the amount of value depends on the nature of the land's anticipated use, according to the concept of surplus productivity. Among all reasonable, alternative uses, the use that yields the highest present land value, after payments are made for labor, capital, and coordination, is generally regarded as the highest and best use of the land as though vacant.

The highest and best use of a property as improved refers to the optimal use that could be made of the property including all existing structures. The implication is that the existing improvement should be renovated or retained as so long as it continues to contribute to the total market value of the property, or until the return from a new improvement would more than offset the cost of demolishing the existing building and constructing a new one.

Estimating the highest and best use of a property comprises four stages of analysis:

1. Possible Use. What uses of the site being appraised are physically possible?
2. Permissible Use (Legal) What uses are permitted by Zoning and Deed Restriction, if any?
3. Feasible Use. Which possible and permissible uses will produce a net return to the owner of the site?
4. Maximally Productive. Among feasible uses, which use will produce the highest net return to the owner of the site?

The following four point test must be met in estimating the Highest and Best Use. The use must be legal. The use must be probable, not speculative or conjectural. There must be a profitable demand for such use and it must return to the land the highest net return for the longest period of time.

These tests have been applied to the subject property. In arriving at the estimate of Highest and Best Use, the subject site was analyzed as vacant and available for development.

Possible Use

The site has 30 feet of frontage on N. W. 4th Avenue, a secondary street. The road access and exposure of the site is adequate.

The site is 3,000 square feet in size which equates to 0.07 of an acre. The size and street frontage of the subject site would limit its use to a single use.

The site is rectangular, with street frontage on one side. The site has sufficient street frontage and width to have good functional utility.

The size, shape, width and street frontage of the site would indicate small scale use

Permissible Use

Permissible or legal uses are those uses which are permitted by zoning or deed restrictions. There are presently no known private deed restrictions of record.

The site is zoned for mixed commercial and residential uses. The zoning of the site permits most commercial uses, hotels, houses, duplexes, townhouses and apartments. The maximum residential density is 65 dwelling units per acre. The maximum building footprint is 60% of the net lot area. The maximum building height is five stories.

Feasible Use/Maximally Productive Use

The physical characteristics and zoning of the subject property permit a wide range of potential uses. The possible and permissible uses of the subject site include banks, hotels, office buildings, retail stores and residential uses.

The physical characteristics and zoning of the subject property would indicate a small scale use, such as an office building, mixed use office and residential use, hotel, or government building. The site is a middle block location that has street frontage on one side. The site has adequate road access and exposure. The site is located a few blocks from a Metro Rail station. Metro Rail is the mass transit elevated train system of Miami-Dade County.

The permissible uses of the subject site include offices, banks, stores, hotels, restaurants, religious facilities, schools, residential uses, and most commercial uses.

Conclusion – As Vacant

Based on the zoning, physical characteristics, and surrounding uses, the highest and best use of the site is estimated to be for a single building with multiple family and commercial uses or a government use.

THE APPRAISAL PROCESS

Attachment: File # 15053 - Exhibit B (15053 : Purchase of Property at 939 N.W. 5th Avenue, Miami, Florida, 33136; 720 N.W. 4th Avenue, Miami,

APPRAISAL PROCESS

The value of a site can be estimated by various methods which include Direct Sales Comparison, Allocation, Extraction, Development Approach, Land Residual or Ground Rent Capitalization. However, the Direct Sales Comparison Approach is the most preferred and utilized technique when sales of comparable sites are available. The other methodologies are indirect techniques which are generally used when an area is primarily built-up and sales of comparable sites are scarce.

The Direct Sales Comparison Method of valuing the subject site was relied on due to the availability of recent land sales. In the Direct Sales Comparison Method, sales of similar recently sold sites with a similar highest and best use as the subject site are analyzed, compared and adjusted by time, property characteristics and location to indicate the Market Value of the subject site as though unimproved. The reliability of this approach is dependent upon the availability of comparable sales data, the verification of the sales data, the degree of comparability and the absence of non-typical conditions affecting the sale.

Data related to the subject property is derived from various sources including but not limited to the Miami-Dade County Property Appraiser's Office, the Miami-Dade County Clerk's Office, Miami-Dade County plats, FEMA flood zone maps, Land Development Regulations of the City of Miami and tax roll information provided by the Miami-Dade County Property Appraiser's Office.

Comparable sale sources include the Miami-Dade County Property Appraiser's Office, Board of Realtors' Multiple Listing Service, Costar, and Loopnet. Sale prices are typically confirmed with a party to the transaction, i.e. buyer, seller, real estate agent or attorney to the transaction.

LAND VALUE ANALYSIS

Attachment: File # 15053 - Exhibit B (15053 : Purchase of Property at 939 N.W. 5th Avenue, Miami, Florida, 33136; 720 N.W. 4th Avenue, Miami,

LAND VALUE

A value estimate is concluded by comparing the subject site to comparable land sales. Generally, the comparable land sales are adjusted by time, property, and location to indicate the Market Value of the subject site as though unimproved. This process is known as the Direct Sales Comparison Method.

The Direct Sales Comparison Method is a process of analyzing sales of similar recently sold land parcels in order to derive an indication of the most probable sales price of the site being appraised. The reliability of this approach is dependent upon the availability of comparable sales data, the verification of the sales data, the degree of comparability and the absence of non-typical conditions affecting the sale.

The following pages contain sales of similar land sites which have recently sold. Several other sales were considered, but were not included because there was too wide a difference in physical factors, location and time.

Various analytical techniques may be used to identify and measure adjustments. The techniques of comparative analysis can be grouped into two categories: quantitative and qualitative.

When quantitative analytical techniques are applied, mathematical processes are used to identify which elements of comparison require adjustment and to measure the amount of these adjustments.

The primary quantitative techniques, **Paired Data Analysis**, is a process in which two or more market sales are compared to derive an indication of the size of the adjustment for a single characteristic. Ideally, the sales being compared will be identical in all respects except for the element being measured.

Although paired data analysis is a theoretically sound method, it is sometimes impractical because only a narrow sampling of sufficiently similar properties may be available and it is difficult to quantify the adjustments attributable to all the variables.

The primary qualitative techniques, **Relative Comparison Analysis**, is the study of the relationship indicated by market data without recourse to quantification. This technique is utilized because it reflects the imperfect nature of real estate markets. To apply the technique, the appraisers analyze comparable sales to determine whether the comparables' characteristics are inferior, superior, or equal to those of the subject property.

A search is made of real estate market for all sales within the subject or competitive locations. While many sales were reviewed, the sales contained herein are considered most comparable to the subject properties as to all major factors of comparison.

A photograph of each sale, a summary of the sales, a sales map and a value conclusion follows herein.

LAND SALE 1

DATE: April 30, 2021

PRICE: \$330,000

TYPE INSTRUMENT: Warranty Deed

RECORDATION: O. R. Book 32494, Page 1079

FOLIO NUMBER: 01-3113-018-0160

GRANTOR: JTK Miami, LLC

GRANTEE: Alsa Mau Mau, LLC.

LEGAL: Lot 19, **COTTAGE VILLA TRACT**, Plat Book 3, Page 152 of the Public Records of Miami-Dade County, Florida.

LOCATION: 6245 N. W. 2nd Avenue
Miami, Florida

SITE DESCRIPTION:

Dimensions: 50 feet x 150 feet
Size: 7,500 Square Feet
0.17 Acres

Zoning: T5-L, General Urban Zone, Limited
T5-O, General Urban Zone, Open

Use at Sale: Vacant

UNIT PRICE: \$44.00 per square foot of land

FINANCING: Cash.

REMARKS: This site is a middle block location.



SALE 1

Attachment: File # 15053 - Exhibit B (15053 : Purchase of Property at 939 N.W. 5th Avenue, Miami, Florida, 33136; 720 N.W. 4th Avenue, Miami,

LAND SALE 2

DATE: December 14, 2021

PRICE: \$1,100,000

TYPE INSTRUMENT: Warranty Deed

RECORDATION: O. R. Book 32918, Page 1219

FOLIO NUMBER: 01-3124-003-0101
01-3124-003-0110
01-3124-003-0120

GRANTOR: Hightown Realty Group, LLC

GRANTEE: Viedma Investments, LLC.

LEGAL: Lots 10 and 11, and Lot 12, less the West 5 feet,
Block 21, **BAY VISTA PARK**, Plat Book 5, Page 71
of the Public Records of Miami-Dade County,
Florida.

LOCATION: 680 N. W. 46th Street
Miami, Florida

SITE DESCRIPTION:

Dimensions: 109 feet x 150 feet
Size: 15,701 Square Feet
0.36 Acres

Zoning: T5-O, General Urban Zone, Open
Use at Sale: Old house

UNIT PRICE: \$70.06 per square foot of land

FINANCING: Cash.

REMARKS: A single family house built in 1925 is located on a
portion of this site. The house does not contribute
value to the site.



SALE 2

Attachment: File # 15053 - Exhibit B (15053 : Purchase of Property at 939 N.W. 5th Avenue, Miami, Florida, 33136; 720 N.W. 4th Avenue, Miami,

LAND SALE 3

DATE: February 10, 2022

PRICE: \$1,000,000

TYPE INSTRUMENT: Special Warranty Deed

RECORDATION: O. R. Book 33019, Page 2562

FOLIO NUMBER: 01-3124-013-0030

GRANTOR: 178 NW 54 Street, LLC

GRANTEE: Upper 54, LLC

LEGAL: Lots 3 & 4, less the North 10 feet, Block 1, **SECOND AMENDED PLAT OF RAILWAY SHOPS ADDITION**, Plat Book 3, Page 183 of the Public Records of Miami-Dade County, Florida.

LOCATION: 178 N.W. 54th Street
Miami, Florida

SITE DESCRIPTION:

Dimensions: 100 feet x 134 feet
Size: 13,400 Square Feet
0.31 Acres

Zoning: T5-O, Urban Center Zone, Open
Use at Sale: Vacant

UNIT PRICE: \$74.63 per square foot of land

FINANCING: Conventional first mortgage from Professional Bank of \$500,000 at 3.56% interest for 360 months.

REMARKS: This property sold previously in April of 2021 for \$607,500.



SALE 3

Attachment: File # 15053 - Exhibit B (15053 : Purchase of Property at 939 N.W. 5th Avenue, Miami, Florida, 33136; 720 N.W. 4th Avenue, Miami,

LAND SALE 4

DATE: June 3, 2022

PRICE: \$1,250,000

TYPE INSTRUMENT: Warranty Deed

RECORDATION: O. R. Book 33243, Page 3950

FOLIO NUMBER: 01-0104-080-2050

GRANTOR: Tricorp, LLC

GRANTEE: 749 NW 5th Ave, LLC

LEGAL: Lot 8 and the North 50 feet of Lots 9 & 10, Block 48 North, **CITY OF MIAMI**, Plat Book "B", Page 41 of the Public Records of Miami-Dade County, Florida.

LOCATION: 462 N.W. 8th Street
Miami, Florida

SITE DESCRIPTION:

Dimensions: Irregular
Size: 12,500 Square Feet
0.29 Acres
Zoning: T5-O, Urban Center Zone, Open
Use at Sale: Vacant

UNIT PRICE: \$100.00 per square foot of land

FINANCING: Cash

REMARKS: This property was on the market for 343 days.



SALE 4

Attachment: File # 15053 - Exhibit B (15053 : Purchase of Property at 939 N.W. 5th Avenue, Miami, Florida, 33136; 720 N.W. 4th Avenue, Miami,

LAND SALE 5

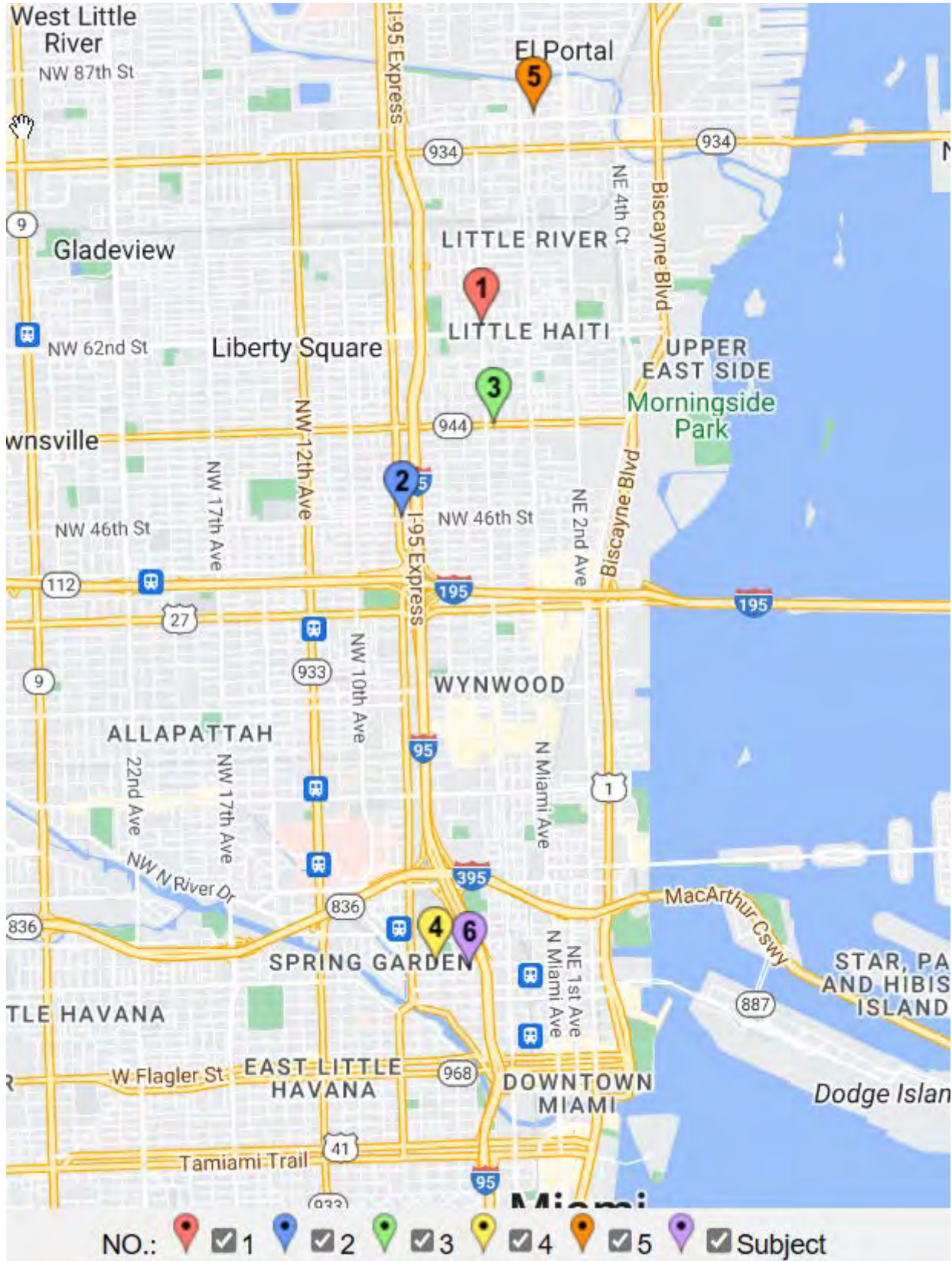
DATE:	January 6, 2023
PRICE:	\$500,000
TYPE INSTRUMENT:	Warranty Deed
RECORDATION:	O. R. Book 33536, Page 1697
FOLIO NUMBER:	01-3112-012-0240
GRANTOR:	8263 NE 1 st Ave, LLC
GRANTEE:	Emprendimientos Rua USA, LLC
LEGAL:	Lot 2, Block 14, AMENDED PLAT OF BLOCKS 10 TO 17 LITTLE RIVER GARDENS , Plat Book 6, Page 51 of the Public Records of Miami-Dade County, Florida.
LOCATION:	8263 N.E. 1 st Avenue Miami, Florida
SITE DESCRIPTION:	
Dimensions:	50 feet x 145 feet
Size:	7,263 Square Feet 0.17 Acres
Zoning:	T5-O, Urban Center Zone, Open
Use at Sale:	Vacant
UNIT PRICE:	\$68.84 per square foot of land
FINANCING:	Cash
REMARKS:	There were no sales of this property in the previously five years.



SALE 5

Attachment: File # 15053 - Exhibit B (15053 : Purchase of Property at 939 N.W. 5th Avenue, Miami, Florida, 33136; 720 N.W. 4th Avenue, Miami,

LAND SALE MAP



Attachment: File # 15053 - Exhibit B (15053 : Purchase of Property at 939 N.W. 5th Avenue, Miami, Florida, 33136; 720 N.W. 4th Avenue, Miami,

SUMMARY OF LAND SALES

CHARACTERISTICS	SUBJECT	SALE 1	SALE 2	SALE 3	SALE 4	SALE 5
DATE OF SALE		4/30/21	12/14/21	2/10/22	6/3/22	1/6/23
SALE PRICE		\$330,000	\$1,100,000	\$1,000,000	\$1,250,000	\$500,000
O.R. BOOK/PAGE		32494/1079	32918/1219	33019/2562	33243/3950	33536/1697
ADDRESS	720 N.W. 4 Ave	6245 N.W. 2 Ave.	680 N.W. 46 St.	178 N.W. 54 St.	462 N.W. 8 St.	8263 N.E. 1 Ave
LOCATION		3½ Miles North	2½ Miles NW	3 Miles NE	1 Block West	4¾ Miles NE
LAND SIZE (SF)	3,000	7,500	15,701	13,400	12,500	7,263
LAND SIZE (ACRES)	0.07	0.17	0.36	0.31	0.29	0.17
ZONING	T5-O	T5-O/T5-L	T5-O	T5-O	T5-O	T5-O
USE	Vacant	Vacant	Old House	Vacant	Vacant	Vacant
PRICE PAID/SF		\$44.00	\$70.06	\$74.63	\$100.00	\$68.84

Attachment: File # 15053 - Exhibit B (15053 : Purchase of Property at 939 N.W. 5th Avenue, Miami, Florida,

ANALYSIS OF SALES

The land sales range in unit price from \$44.00 to \$100.00 per square foot of land area. The sales range in time from April of 2021 to January of 2023.

Property Rights

The fee simple interest is the property right of the subject property being valued. The comparable sales involved the same type of property rights.

Conditions of Sale

The sales were arm's-length transactions. An arm's-length transaction is defined as a transaction freely arrived at in the open market unaffected by abnormal pressure or by the absence of normal competitive negotiation as might be true in the case between related parties.

Market Conditions

The sales range in time from April of 2021 to January of 2023. An upward trend in prices is evident for this type of property in this market area over this time period. The unit prices of Sales 1 and 2 require upward adjustments for increasing market conditions.

Location

The sale sites are all located in the city of Miami. The sale sites are located within a 4³/₄ mile radius of the subject site. The Sale 4 site is located within one block of the subject site. The locations of the sale sites are considered similar to the location of the subject.

The Sale 5 site fronts on a secondary street in the northeast region of the city of Miami. The location of the Sale 5 site is considered inferior to the location of the subject site. The unit price of Sale 5 requires upward adjustment for an inferior location.

Zoning

The subject site is zoned in a T5-O zone within the City of Miami zoning ordinance. The sale sites are similarly zoned in T5-O zones. The zonings of the sale sites are similar to the zoning of the subject site.

Site Size

The sales range in site size from 7,263 to 15,701 square feet. The size of the subject site, at 3,000 square feet, is slightly below the range of sizes of the sales. The sales do not indicate a difference in unit price based on site size.

Access

The subject site has frontage on a secondary street. The Sale 1, 2, and 5 sites front on secondary streets. The accesses of the Sale 1, 2, and 5 sites are similar to the subject site.

The Sale 3 and 4 sites front on secondary traffic arteries. The access and exposure of the Sale 3 and 4 sites are fairly similar to the subject site.

Conclusion

The sales range in unit price from \$44.00 to \$100.00 per square foot of land area.

Sale No.	1	2	3	4	5
Price/S. F.	\$44.00	\$70.06	\$74.63	\$100.00	\$68.84
Adjustments					
Property Rights	=	=	=	=	=
Conditions of Sale	=	=	=	=	=
Financing	=	=	=	=	=
Market Conditions	+	+	=	=	=
Location	=	=	=	=	+
Zoning	=	=	=	=	=
Site Size	=	=	=	=	=
Access	=	=	=	=	=
Total Adjustments	+	+	=	=	+

Based on careful analysis of the sales, the subject site is estimated to have a value of \$85.00 per square foot of land area.

3,000 Square Feet x \$85.00 per Square Foot = \$255,000

Land Value Indication (Rounded) \$255,000

ADDENDA

ASSUMPTIONS AND LIMITING CONDITIONS

This Appraisal Report has been made with the following general assumptions:

1. No responsibility is assumed for the legal description or for matters including legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated.
2. The property is appraised free and clear of any or all liens or encumbrances unless otherwise stated.
3. Responsible ownership and competent property management are assumed.
4. The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.
5. All engineering is assumed to be correct. The plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.
6. If no survey has been furnished to the appraiser, all measurements have been confirmed either in the field, in the plat book or by other reliable sources and are presumed to be accurate.
7. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.
8. It is assumed that there is full compliance with all applicable federal, state and local environmental regulations and laws unless noncompliance is stated, defined and considered in the Appraisal Report.
9. It is assumed, unless a study has been provided otherwise, that no hazardous material such as asbestos, urea formaldehyde or other toxic waste exists in the property. The existence of a potentially hazardous material could have a significant effect on the value of the property.

10. In reference to proposed construction, the real estate taxes and other expenses are Estimated. These amounts are not guaranteed.
11. It is assumed in the valuation of the subject land site, unless a compliance letter has been furnished to us, that the State of Florida Growth Management Act does not prevent the issuance of a building permit.
12. It is assumed that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.
13. It is assumed that the utilization of the land and improvements is within the boundaries of property lines of the property described and that there is no encroachment or trespass unless noted in the report.

This Appraisal Report has been made with the following general limiting conditions:

1. The distribution, if any, of the total valuation of this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.
2. Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraiser, and in any event, only with proper written qualification and only in its entirety.
3. The appraiser herein by reason of this appraisal is not required to give further consultation, testimony, or be in attendance in court with reference to the property in question unless arrangements have been previously made.
4. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news, sales, or other media without the prior written consent and approval of the appraiser.

QUALIFICATIONS OF THE APPRAISER

THOMAS F. MAGENHEIMER

Experience:

11/84 - Present **QUINLIVAN APPRAISAL, P.A.**
 7300 N. Kendall Drive, Suite 530
 Miami, Florida

Currently president of Quinlivan Appraisal, P.A., a Real Estate Appraising and Consulting Firm, Established in 1964.

Education:

University of Richmond, Richmond, Virginia
 BA - Bachelor of Arts in History (1982)

Professional Affiliations:

Member of the Appraisal Institute (MAI No. 09166)
 Real Estate Salesman - State of Florida - Certificate No. 0344882
 Certified General Appraiser, State of Florida, License No. RZ 553
 Member Sigma Alpha Epsilon Fraternity

Qualified as an Expert Witness in the Following Courts:

Miami-Dade and Broward County Circuit Courts
 United States Bankruptcy Court

Other Activities:

Admissions Committee - South Florida-Caribbean Chapter of the Appraisal Institute - (1992)
 Newsletter Editor - South Florida-Caribbean Chapter of the Appraisal Institute - (1991 - 1995)
 President - South Florida-Caribbean Chapter of the Appraisal Institute - (1996)
 Board of Trustees - Palmer-Trinity School (1989 - 1993)

Quinlivan Appraisal has prepared Appraisal Reports for the following:

Institutions and Corporations:

AT&T
 Alpha Realty Advisors
 Archdiocese of Miami
 Apollo Bank
 The Bank of America
 Bank United
 Barry University
 Bessemer Trust Company
 California Bank and Trust
 Chevron Oil Company
 Chase Manhattan Bank
 Chemical Bank
 Citibank
 City National Bank of Miami
 Coamerica Bank
 Coconut Grove Bank
 Commerce Bank
 Commercial Bank of Florida
 Eastern National Bank
 Espirito Santo Bank
 First American Bank
 First Bank Florida
 Farm Credit of South Florida
 First International Bank
 First National Bank of South Miami
 Florida International University
 First Nationwide Bank
 Florida Memorial College
 Florida Power and Light Company
 Florida Rock Industries
 Greyhound Lines
 HSBC
 Hemisphere National Bank
 Iberia Bank
 Intercontinental Bank
 International Bank of Miami, N.A.
 Jackson Health System
 Jetstream Financial Credit Union
 LaSalle National Bank
 Marine Midland Bank
 McDonalds Corp.
 Mellon United National Bank
 Miami-Dade County Community College
 Northern Trust Bank of Florida

Ocean Bank
 Pacific National Bank
 Shell Oil Company
 Silver Hill Funding
 South Trust Bank
 SunTrust Bank
 TotalBank
 Trust for Public Lands
 University of Miami
 U. S. Century Bank
 Wachovia
 Wal-Mart
 YMCA

Governmental Agencies:

City of Aventura
 City of Coral Gables
 City of Doral
 City of Florida City
 City of Hialeah
 City of Homestead
 City of Miami
 City of Miami Parking Authority
 City of Miami Beach
 City of Miramar
 City of North Bay Village
 City of North Miami
 City of North Miami Beach
 City of South Miami
 City of Sunny Isles Beach
 Miami-Dade County Aviation Department
 Miami-Dade County Department of Development & Facilities Management
 Miami-Dade County HUD
 Miami-Dade County Property Appraisal Adjustment Board
 Miami-Dade County Public Schools
 Miami-Dade County Public Works Department
 Miami-Dade County Transportation Administration
 Miami-Dade Water & Sewer Department
 South Florida Water Management District
 State of Florida, Attorney General's Office
 State of Florida, Department of Community Affairs
 State of Florida, Department of Corrections
 State of Florida, Department of Environmental Protection
 State of Florida, Department of Insurance
 State of Florida, Department of Rehabilitation and Liquidation
 State of Florida, Department of Transportation
 Town of Golden Beach

Town of Bay Harbor Islands
 Town of Miami Lakes
 United States Army Corps of Engineers
 United States Department of Justice
 United States Department of Commerce
 United States Department of the Interior
 United States General Services Administration
 Village of Islamorada
 Village of Key Biscayne
 Village of Pinecrest
 Village of Palmetto Bay

Law Firms:

Akerman Senterfitt
 Greenberg, Traurig
 Daniels, Kashton, Downs and Robertson
 Holland and Knight, LLP
 Shutts & Bowen
 Ruden McClosky, LLP
 Steel, Hector & Davis, LLP
 Weiss, Serota, Helfman, Pastoriza, Guedes, Cole and Boniske, P.A.

Types of Properties Appraised:

Single Family Residences	Vacant Land
Apartment Buildings	Hotel/Motels
Office Buildings	Warehouses
Retail Stores	Nursing Homes
Shopping Centers	Mobile Home Parks
Condominium Apartment Buildings	Schools
Golf Courses	Service Stations
Residential Subdivisions	Marinas
Automobile Dealerships	Wetlands

APPRAISAL REPORT
A 23,250 SQUARE FOOT LAND PARCEL

LOCATED AT:

440 N. W. 10TH STREET
MIAMI, FLORIDA

PREPARED FOR:

CITY OF MIAMI COMMUNITY REDEVELOPMENT AGENCY
819 N. W. SECOND AVENUE, THIRD FLOOR
MIAMI, FLORIDA 33136

AS OF:

AUGUST 5, 2023

PREPARED BY:

QUINLIVAN APPRAISAL, P.A.
7300 NORTH KENDALL DRIVE - SUITE 530
MIAMI, FLORIDA 33156

QUINLIVAN APPRAISAL
 A PROFESSIONAL ASSOCIATION
 7300 NORTH KENDALL DRIVE, SUITE 530
 MIAMI, FLORIDA 33156

Thomas F. Magenheimer, MAI
 State Certified General Appraiser
 RZ 553

Telephone (305) 663-6611
 Fax (305) 670-4330
 tmagmai@aol.com

August 21, 2023

Brian Zeltsman, RA
 Director of Architecture & Development
 City of Miami Southeast Overtown Park
 West Community Redevelopment Agency
 819 N.W. Second Avenue
 Miami, Florida 33136

Dear Mr. Zeltsman:

In accordance with your request and authorization, I have prepared this Appraisal Report covering the following described property:

A 23,250 square foot land parcel, located at 440 N.
 W. 10th Street, Miami, Florida

The purpose of this Appraisal is to estimate the Market Value of the described property as of August 5, 2023, being one of the dates of personal inspection.

This report was prepared in accordance with the requirements of the Financial Institutions Reform, Recovery and Enforcement Act of 1989 (FIRREA) relating to appraisal standards as enumerated in Title 12, Code of Federal Regulation, Part 34 (12CFR34) and in compliance with the most current Uniform Standards of Professional Appraisal Practice (USPAP) as adopted by the Appraisal Standards Board of the Appraisal Foundation.

The narrative Appraisal Report that follows sets forth the identification of the property, the assumptions and limiting conditions, pertinent facts about the area and the subject property, comparable data, the results of the investigations and analyses, and the reasoning leading to the conclusions set forth.

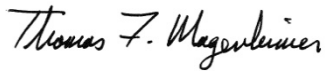
Mr. Brian Zeltsman
August 21, 2023
Page 2

Based on the inspection of the property and the investigation and analyses undertaken, I have formed the opinion that, as of August 5, 2023, the subject property had a Market Value as follows:

ONE MILLION SIX HUNDRED TWENTY-FIVE THOUSAND DOLLARS

\$1,625,000

Respectfully submitted,



Thomas F. Magenheimer, MAI
State-Certified General Appraiser
Certification Number: RZ 553

TFM/dm
(23-055_3)

TABLE OF CONTENTS

	<u>PAGE</u>
COVER PAGE	
TRANSMITTAL LETTER	
TABLE OF CONTENTS	
<i>CERTIFICATION OF VALUE</i>	1
SUMMARY OF SALIENT FACTS AND CONCLUSIONS.....	3
<i>INTRODUCTION</i>	6
INTRODUCTION	7
IDENTIFICATION OF THE PROPERTY.....	7
ADDRESS.....	7
PURPOSE AND DATE OF APPRAISAL	7
INTENDED USE AND USER OF APPRAISAL.....	7
LEGAL DESCRIPTION.....	7
PROPERTY RIGHTS APPRAISED	7
DEFINITION OF MARKET VALUE.....	8
ASSESSMENT AND TAXES - 2022	9
OWNER OF RECORDS AND ADDRESS	9
THREE-YEAR HISTORY OF TITLE.....	9
<i>SCOPE OF THE APPRAISAL</i>	10
<i>LOCATION ANALYSIS</i>	13
NEIGHBORHOOD DATA.....	14
<i>SITE DATA</i>	18
<i>ZONING</i>	21
<i>HIGHEST AND BEST USE</i>	24
<i>THE APPRAISAL PROCESS</i>	27
<i>LAND VALUE ANALYSIS</i>	29
<i>ADDENDA</i>	45
ASSUMPTIONS AND LIMITING CONDITIONS	
QUALIFICATIONS	
CLIENT LIST	

Attachment: File # 15053 - Exhibit B (15053 : Purchase of Property at 939 N.W. 5th Avenue, Miami, Florida, 33136; 720 N.W. 4th Avenue, Miami,

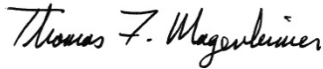
CERTIFICATION OF VALUE

The undersigned hereby certify that, to the best of my knowledge and belief:

- (A) The statements of fact contained in the report are true and correct.
- (B) The reported analyses, opinions and conclusions are limited only by the assumptions and limiting conditions set forth, and are my personal, unbiased professional analyses, opinions and conclusions.
- (C) I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved.
- (D) I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- (E) My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- (F) The appraisers' compensation for completing this assignment is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal. Furthermore, the appraisal assignment was not based on a requested minimum valuation, a specific valuation or the approval of a loan.
- (G) The appraisers' analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice, and the requirements of the State of Florida for state-certified appraisers.
- (H) Use of this report is subject to the requirements of the State of Florida relating to review by the Real Estate Appraisal Subcommittee of the Florida Real Estate Commission.
- (I) Thomas F. Magenheimer has made a personal inspection of the property that is the subject of this report.
- (J) No one has provided professional assistance to the persons signing this report.

- (K) The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute.
- (L) The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- (M) The undersigned performed market value appraisals regarding the subject property dated July 27, 2022 and January 13, 2023.

As of the date of this report, Thomas F. Magenheimer has completed the requirements under the continuing education program for The Appraisal Institute.



THOMAS F. MAGENHEIMER, MAI
STATE-CERTIFIED GENERAL APPRAISER
CERTIFICATION NUMBER: RZ 553

SUMMARY OF SALIENT FACTS AND CONCLUSIONS

Purpose of Appraisal	Market Value
Property Rights Appraised	Fee Simple
Address	440 N. W 10 th Street, Miami, Florida
Legal Description	The West 5 feet of Lot 4, and all of Lots 5 & 6, Block 28 North, CITY OF MIAMI NORTH , according to the Plat thereof, as recorded in Plat Book "B", Page 41, of the Public Records of Miami-Dade County, Florida.
Land Size	23,250 square feet
Zoning	T5-R, Urban Center Zone, Restricted City of Miami
Highest and Best Use	Residential use
Estimated Market Value	\$1,625,000
Date of Value Estimate	August 5, 2023
Date of Inspection	August 5, 2023
Date of Report	August 21, 2023



LOOKING SOUTHEASTERLY AT SUBJECT FROM N. W. 10TH STREET



LOOKING SOUTHWESTERLY AT SUBJECT FROM N. W. 10TH STREET

Attachment: File # 15053 - Exhibit B (15053 : Purchase of Property at 939 N.W. 5th Avenue, Miami, Florida, 33136; 720 N.W. 4th Avenue, Miami,



LOOKING WESTERLY ON N. W. 10TH STREET – SUBJECT TO LEFT



LOOKING EASTERLY ON N. W. 10TH STREET – SUBJECT TO RIGHT

Attachment: File # 15053 - Exhibit B (15053 : Purchase of Property at 939 N.W. 5th Avenue, Miami, Florida, 33136; 720 N.W. 4th Avenue, Miami,

INTRODUCTION

Attachment: File # 15053 - Exhibit B (15053 : Purchase of Property at 939 N.W. 5th Avenue, Miami, Florida, 33136; 720 N.W. 4th Avenue, Miami,

INTRODUCTION

IDENTIFICATION OF THE PROPERTY

A 23,250 square foot vacant land parcel.

ADDRESS

440 N. W. 10th Street,
Miami, Florida

PURPOSE AND DATE OF APPRAISAL

The purpose of this Appraisal is to estimate the Market Value of the subject property as of August 5, 2023, being one of the dates of personal inspection.

INTENDED USE AND USER OF APPRAISAL

The intended use of this appraisal is to estimate the market value of the described property for a potential purchase of the property. The intended user is the Southeast Overtown/Park West Community Redevelopment Agency of the City of Miami.

LEGAL DESCRIPTION

The West 5 feet of Lot 4, and all of Lots 5, 6 & 7, Block 28 North, **CITY OF MIAMI**, according to the Plat thereof, as recorded in Plat Book "B", Page 41, of the Public Records of Miami-Dade County, Florida

PROPERTY RIGHTS APPRAISED

The property is appraised in fee simple: a fee without limitations to any particular class of heirs or restrictions, but subject to the limitations of eminent domain, escheat, police power and taxation, as well as utility easements of record.

DEFINITION OF MARKET VALUE

Market Value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- (1) buyer and seller are typically motivated;
- (2) both parties are well informed or well advised and acting in what they consider their own best interest;
- (3) a reasonable time is allowed for exposure to the open market;
- (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- (5) the price represents a normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Source: Interagency Appraisal and Evaluation Guidelines, December 10, 2010, Federal, Volume 75, No. 237, Page 77472

ASSESSMENT AND TAXES - 2022

The subject property is assessed under the jurisdiction of the City of Miami, Florida.

The assessment for the property is established each year as of January 1st by the Miami-Dade County Property Appraiser's Office at 100% of "Just Value." Just Value has been equated to Market Value less closing costs. While the State of Florida requires real estate to be assessed at 100% of Just Value, in reality the ratio of the assessed value to sales price is generally below 100%.

Folio Number: 01-0102-080-1012

County Market Value:

Land	\$ 465,000
Improvements	\$ <u>0</u>
Total	\$ 465,000

Assessed Value: \$409,200

Millage Rate: \$20.6152 per \$1,000

Tax Amount: \$8,803.41

OWNER OF RECORDS AND ADDRESS

Frontier Fuels Inc., Trustee
P. O. Box 6
Georgetown, TX 33136

THREE-YEAR HISTORY OF TITLE

According to the Public Records of Miami-Dade County, there have been no sale transfers of the subject property during the past three years.

SCOPE OF THE APPRAISAL

SCOPE OF THE APPRAISAL

The scope of the assignment relates to the extent and manner in which research is conducted, data is gathered and analysis is applied, all based upon the following problem-identifying factors stated elsewhere in this report.

This appraisal of the subject has been presented in the form of a Summary Appraisal Report, which is intended to comply with the reporting requirements set forth under Standards Rule 2-2 (b) of the USPAP.

Data related to the subject property was derived from various sources including but not limited to the Miami-Dade County Property Appraiser's Office, Miami-Dade County plats, FEMA flood zone maps, Land Development Regulations of the City of Miami, and tax roll information provided by the Miami-Dade County Property Appraiser's Office.

Comparable sale sources include the Miami-Dade County Property Appraiser's Office, the Miami-Dade County Clerk of the Courts Office, Board of Realtors' Multiple Listing Services, CoStar, and LoopNet. Sales prices are typically confirmed with a party to the transaction, i.e., buyer, seller, real estate agent or attorney to the transaction.

A search for land sales was conducted in the area of the subject. The initial sales period researched was from January of 2022 through the date of valuation. Several other sales were considered, but were not included because there was too wide a difference in physical factors, location and time.

ESTIMATED EXPOSURE TIME

Exposure time is defined as the estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective estimate based upon an analysis of past events assuming a competitive and open market.

The overall concept of reasonable exposure encompasses not only adequate, sufficient and reasonable time but also adequate, sufficient and reasonable effort.

In estimating a reasonable exposure time for the subject property, the appraisers have taken the following steps:

Discussion with buyers, sellers, brokers and/or review of multiple listings of vacant land in the area related to historic marketing periods.

Based on the above sources, exposure time is estimated to have been twelve months for the subject property.

ESTIMATED MARKETING PERIOD

The estimated value of the subject is predicated upon a normal marketing period. A normal marketing period is generally defined as the most probable amount of time necessary to expose and actively market a property on the open market to achieve a sale. Implicit in this definition are the following assumptions:

- (A) The property will be actively exposed and aggressively marketed to potential purchasers through marketing channels commonly used by sellers and buyers of similar type properties.
- (B) The property will be offered at a price reflecting the most probable markup over market value used by sellers of similar type properties.
- (C) A sale will be consummated under the terms and conditions of the definition of Market Value required by the regulation.

In order to estimate the marketability of this property, the sales activity in this market area was reviewed over the past three years, multiple listings were reviewed and real estate brokers who operate in this area were interviewed.

Based on the above sources, the subject property could be sold within a twelve month time period.

LOCATION ANALYSIS

Attachment: File # 15053 - Exhibit B (15053 : Purchase of Property at 939 N.W. 5th Avenue, Miami, Florida, 33136; 720 N.W. 4th Avenue, Miami,

NEIGHBORHOOD DATA

The subject property is located in the northern periphery of the Central Business District of Miami in an area known as Park West. The site is located on the south side of N. W. 10th Street, between, N. W. 4th Avenue and N. W. 5th Avenue, one block west of Interstate 95,

Biscayne Boulevard (U.S. Highway #1) is a north/south traffic artery in the City of Miami. Biscayne Boulevard extends northerly from Brickell Avenue to the Broward County line. The majority of commercial properties in the subject neighborhood front on Biscayne Boulevard. These commercial properties include motels, retail stores, restaurants, and multiple story office buildings.

The Overtown area located west of Interstate 95 and north of the Miami River is a mixed use area comprised of low rise apartment buildings and industrial properties. A bridge spanning the Miami River is located at N.W. 7th Avenue, there block southwest of the subject property. Several of the properties located in the area are maritime industrial uses related to the Miami River.

The Overtown area, west of N.W. 1st Avenue and north of N.W. 5th Street to N.W. 20th Street, is characterized by a large number of small apartment buildings. These buildings were constructed primarily in the late 1940s and 1950s. These buildings generally are in poor to fair condition, with virtually no new private construction in recent years.

There are two 30-story high-rise apartment buildings located just north of the former Miami Arena site at N.W. 8th Street and N.W. 1st Avenue. These buildings were constructed on City of Miami land by private developers. The south building, Bayview Towers, was constructed in 1989 and contains 356 units. The north building, Park Place by the Bay, was constructed in 1990 and contains 463 units. The rental rates area relatively reasonable in these buildings.

There has been little redevelopment in this area. The stimulus to speculation has been the Performing Arts Center on Biscayne Boulevard at N.E. 13th Street. The construction was completed in 2007. In addition to the speculation related to the Performing Arts Center, the establishment of the Park West Entertainment District by the City in April of 2000 had a positive affect on the property values.

The intent of the Ordinance was to eliminate the distance requirements between nightclubs and to actually encourage establishment of clubs in close proximity to one another. It also provides for 24-hour liquor licenses within the district. The Park West Entertainment District is bounded by S.R. 836/I-395 to the north, Biscayne Boulevard to the east, N.E. 7th Street to the south, and North Miami Avenue to the west.

Motivated by the liberal provisions of the Park West Entertainment District, in conjunction with greater restrictions being placed on nightclub operators on South Beach, club owners have acquired a number of older industrial buildings and vacant sites in the area - primarily along N.E. 11th Street and N.E. 10th Streets. The older buildings have been totally renovated and opened as nightclubs, reportedly with tremendous success. Although no new buildings have been built on vacant sites, several are reportedly planned.

The Central Business District of Miami is located just southeast of the Overtown area. The Central Business District is defined with Biscayne Boulevard at the east boundary, N.W./S.W. 1st Avenue to the west, N.E. 5th Street to the north and the Miami River to the south. The Central Business District is comprised of offices, hotels and retail stores. The older buildings were constructed primarily in the period between 1920 and 1940. The newer buildings were constructed primarily in the 1960s and 1970s. Flagler Street is the primarily retail/office street in the Central Business District of Miami. There are a variety of retail stores, department stores and offices fronting along Flagler Street in the Central Business District.

Major office buildings in this area of Flagler Street and in the Central Business District include Israel Discount Bank Building, Alfred I. DuPont Building, Bank of Miami, Biscayne Building, City National Bank, Roberts Building, Courthouse Tower, Museum Tower, One Biscayne Tower, Bank of America Tower, SunTrust International Center, Wachovia Financial Center and Miami Center.

The Government Center is bordered on the east by the Metrorail Guideway (N.W. 1st Avenue), on the west by Interstate 95, on the south by Flagler Street and on the north by N.W. 5th Street. This is an area zoned for Government/Institutional uses.

There are two seven-story State of Florida Office buildings located on the east side of N.W. 2nd Avenue between N.W. 4th Street and N.W. 5th Street. The five-story City of Miami Police Station is located on the west side of N.W. 2nd Avenue, across from the State of Florida Office building.

The 29-story Metro-Dade County Government Center is located approximately one mile south of the subject sites on the east side of N.W. 2nd Avenue between N.W. 1st Street and N.W. 3rd Street. This 500,000 square foot office building houses most of the Miami-Dade Government Offices.

The former City of Miami Administrative Building (Hickman Building) is located on the northeast corner of N.W. 2nd Street and N.W. 3rd Avenue. The City of Miami moved their administrative office to a larger building in 1992 at S.W. 2nd Avenue and S.W. 4th Street. The Hickman Building now houses Miami-Dade County Parks Department and the Juvenile Assessment Center.

Miami-Dade County has two multi-level parking garages on the north and south sides of N.W. 1st Street, just east of N.W. 3rd Avenue.

The Miami-Dade County Cultural Center which contains the Art Museum of Miami-Dade County, the Historical Museum of Southern Florida and Main Branch of the Miami Public Library, is located adjacent to the south of the Miami-Dade County Government Center.

The Miami-Dade County Courthouse is located on West Flagler Street at N.W. 1st Avenue. Due to proximity to the courthouse, most offices along Flagler Street are occupied by attorneys and their support services.

The Overtown Station of Miami-Dade County's Rapid Transit System, known as Metrorail, is located at N.W. 8th Street and N.W. 1st Avenue. The Metrorail is an elevated track train system

which extends north and west through the City of Hialeah to the Palmetto Expressway at N.W. 74th Street, and south to the Dadeland area.

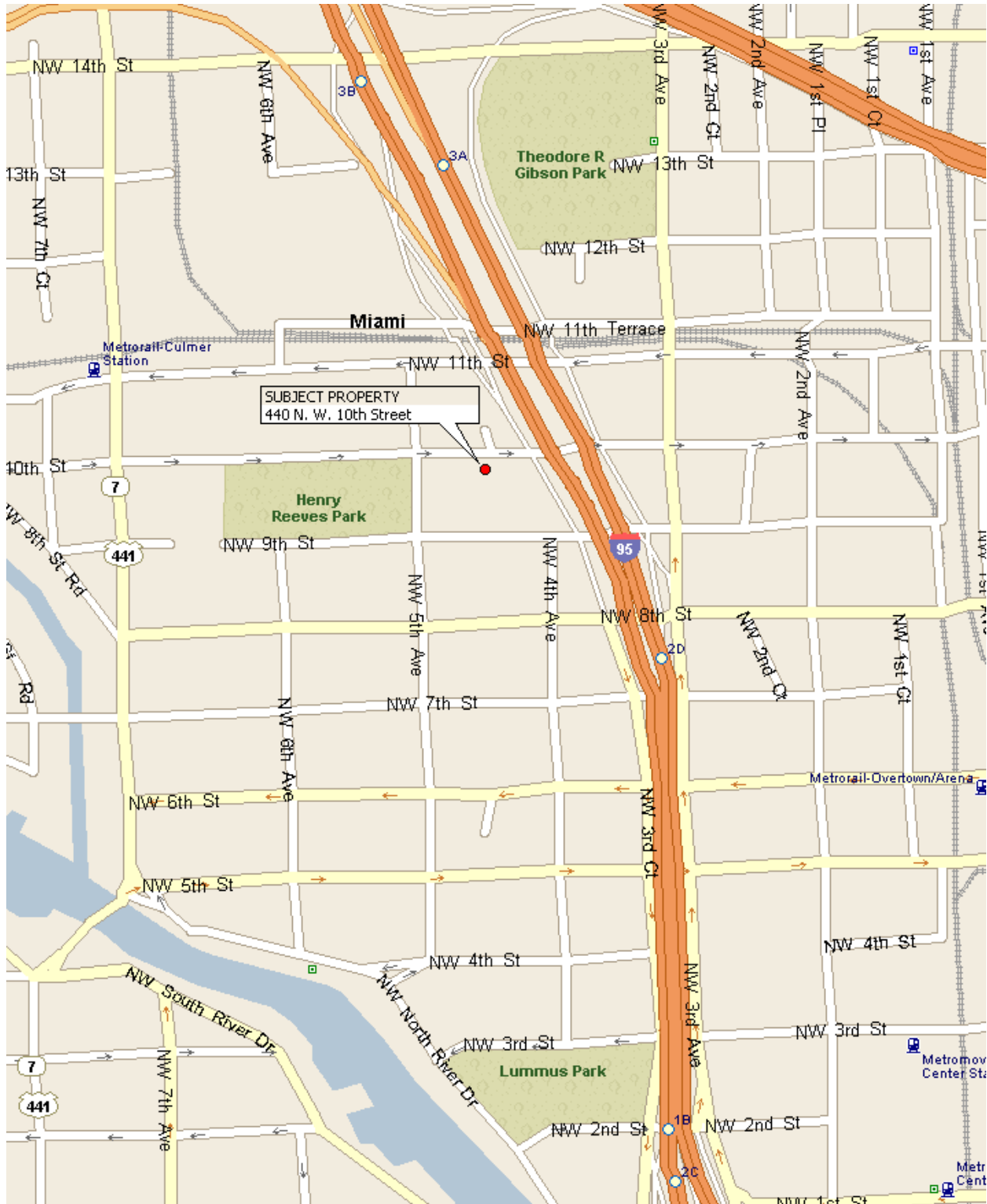
The Downtown Metromover emanates from the Government Center Station. The Metromover is an elevated track, remote controlled vehicle system which provides local transportation in the Central Business District. The Metromover track extends southerly to S.E. and S.W. 4th Street, easterly to Biscayne Boulevard, northerly to N.E. and N.W. 5th Street and westerly to N.E. and N.W. 2nd Avenue. The Metromover has nine stations throughout the Central Business District of Miami. Extensions of the Downtown Metromover have been constructed that run to the Omni and Brickell Avenue areas.

The Federal Law Enforcement Building, known as the General Services Administration (GSA) Building, is located along the west side of N.E. 1st Avenue, between N.E. 4th and 5th Streets. This 308,000 square foot, 12-story building was recently constructed by the City of Miami in two phases and is leased to the Federal Government. There is one floor of partially sub-level parking, with the top three floors utilized as courtrooms to handle the overflow from the main courthouse. Various governmental offices occupy 100 percent of this building, with the U.S. Attorney's Office and the U.S. Marshall's Service as primary tenants.

The U.S. Bureau of Prisons Metropolitan Federal Detention Center was recently built immediately west of the GSA Building. This 22-story facility houses a total of 946 inmates for all four security wards - minimum, low, medium, and maximum.

In summary, the subject property is located north of the Central Business District of Miami, in an older multi-family/commercial area known as Overtown, a short distance from the Florida State Office Buildings and the Metro-Dade County Government Center.

NEIGHBORHOOD MAP



Attachment: File # 15053 - Exhibit B (15053 : Purchase of Property at 939 N.W. 5th Avenue, Miami, Florida, 33136; 720 N.W. 4th Avenue, Miami,

SITE DATA

Attachment: File # 15053 - Exhibit B (15053 : Purchase of Property at 939 N.W. 5th Avenue, Miami, Florida, 33136; 720 N.W. 4th Avenue, Miami,

SITE DATA**Dimensions and Shape:**

The site is rectangular.

The north property line of the site fronts for 155 feet on the south right-of-way line of N. W. 10th Street and has a depth southerly of 150 feet.

Note: A survey of the site was not provided. The shapes and dimensions of the site are from recorded plats and the Hopkins Plat Book.

Area:

23,250 square feet or 0.53 acres

(Source: Miami-Dade County Property Appraiser's Office)

Topography and Drainage:

The site is level and approximately at street grade.

Flood Zone:

Map No. 12086C0312L (Effective September 11, 2009)

"X" Areas determined to be outside 0.2% annual chance floodplain

Soil and Subsoil:

The immediate area of the subject site appears to have no unusual soil or subsoil conditions. Unusual conditions would be brought out by test borings.

Utilities:

Water:	Miami-Dade Water and Sewer Department
Sewer:	Miami-Dade Water and Sewer Department
Electricity:	Florida Power & Light Company
Telephone:	AT & T

Street Improvements:

N. W. 10th Street is asphalt paved with a dedicated width of 50 feet. N. W. 10th Street contains two eastbound lanes.

ZONING

ZONING

Under Ordinance of the City of Miami, Florida.

Classification: T5-R, URBAN CENTER ZONE - RESTRICTED

The urban center zone consists of higher density mixed-use building types that accommodate retail and office uses, rowhouses, and apartments. A network of small blocks has thoroughfares with wide sidewalks, steady street tree planting and buildings set close to the frontages with frequent doors and windows.

Permitted Principal Uses allowed by right include single family residences, duplexes, multifamily housing, community residences, and home offices. Uses permitted by exception include bed and breakfasts, recreational facilities, religious facilities, marinas, public parking, transit facility, childcare, elementary school, high school, and pre-schools.

Development Regulations

- Minimum Lot Size:* 1,200 square feet
- Maximum Lot Size:* 40,000 square feet
- Minimum Lot Width:* 16 feet
- Maximum Lot Coverage:* 60%
- Floor Lot Ratio:* None
- Minimum Green Space:* 10%
- Maximum Density:* 65 dwelling units per acre
- Setbacks:*
 - Front 10 feet
 - Side 0 feet
 - Back 0 feet
- Maximum Building Height:* Five stories
- Minimum Building Height:* Two stories

Attachment: File # 15053 - Exhibit B (15053 : Purchase of Property at 939 N.W. 5th Avenue, Miami, Florida, 33136; 720 N.W. 4th Avenue, Miami,

Minimum Offstreet Parking:

Principal Dwelling	1.5 spaces per unit
Community Residence	1 space per staff member in addition to required parking
Lodging	1 space per 5 lodging units
Office	3 spaces per 1,000 square feet
Commercial	3 spaces per 1,000 square feet
Civic	3 spaces per 1,000 square feet of exhibition area
Educational	2 spaces per 1,000 square feet

Attachment: File # 15053 - Exhibit B (15053 : Purchase of Property at 939 N.W. 5th Avenue, Miami, Florida, 33136; 720 N.W. 4th Avenue, Miami,

HIGHEST AND BEST USE

HIGHEST AND BEST USE

Fundamental to the concept of value is the theory of highest and best use. Land is valued as if vacant and available for its highest and best use.

The Appraisal Institute in *The Dictionary of Real Estate Appraisal, Sixth Edition*, defines highest and best use as follows:

The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and results in the highest value.

Land has limited value unless there is a present or anticipated use for it; the amount of value depends on the nature of the land's anticipated use, according to the concept of surplus productivity. Among all reasonable, alternative uses, the use that yields the highest present land value, after payments are made for labor, capital, and coordination, is generally regarded as the highest and best use of the land as though vacant.

The highest and best use of a property as improved refers to the optimal use that could be made of the property including all existing structures. The implication is that the existing improvement should be renovated or retained as so long as it continues to contribute to the total market value of the property, or until the return from a new improvement would more than offset the cost of demolishing the existing building and constructing a new one.

Estimating the highest and best use of a property comprises four stages of analysis:

1. Possible Use. What uses of the site being appraised are physically possible?
2. Permissible Use (Legal) What uses are permitted by Zoning and Deed Restriction, if any?
3. Feasible Use. Which possible and permissible uses will produce a net return to the owner of the site?
4. Maximally Productive. Among feasible uses, which use will produce the highest net return to the owner of the site?

The following four point test must be met in estimating the Highest and Best Use. The use must be legal. The use must be probable, not speculative or conjectural. There must be a profitable demand for such use and it must return to the land the highest net return for the longest period of time.

These tests have been applied to the subject property. In arriving at the estimate of Highest and Best Use, the subject site was analyzed as vacant and available for development.

Possible Use

The site has 155 feet of frontage on N. W. 10th Street, a secondary street. The road access and exposure of the site is adequate.

The site is 23,250 square feet in size which equates to 0.53 of an acre. The size and street frontage of the subject site would allow a moderate scale use or subdivision into several sites..

The site is rectangular, with street frontage on one side. The site has sufficient street frontage and width to have good functional utility.

The size, shape, width and street frontage of the site would indicate moderate scale use or a subdivision into several sites.

Permissible Use

Permissible or legal uses are those uses which are permitted by zoning or deed restrictions. There are presently no known private deed restrictions of record.

The site is zoned for residential uses. The zoning of the site permits houses, duplexes, townhouses and apartments. The maximum residential density is 65 dwelling units per acre. The maximum building footprint is 60% of the net lot area. The maximum building height is five stories.

Feasible Use/Maximally Productive Use

The physical characteristics and zoning of the subject property permit a wide range of potential uses. The possible and permissible uses of the subject site include residential uses.

The physical characteristics and zoning of the subject property would indicate a small scale use, such as an office building, mixed use office and residential use, hotel, or government building. The site is a middle block location that has street frontage on one side. The site has adequate road access and exposure. The site is located a few blocks from a Metro Rail station. Metro Rail is the mass transit elevated train system of Miami-Dade County.

The permissible uses of the subject site include residential uses.

Conclusion – As Vacant

Based on the zoning, physical characteristics, and surrounding uses, the highest and best use of the site is estimated to be for a residential use.

THE APPRAISAL PROCESS

Attachment: File # 15053 - Exhibit B (15053 : Purchase of Property at 939 N.W. 5th Avenue, Miami, Florida, 33136; 720 N.W. 4th Avenue, Miami,

APPRAISAL PROCESS

The value of a site can be estimated by various methods which include Direct Sales Comparison, Allocation, Extraction, Development Approach, Land Residual or Ground Rent Capitalization. However, the Direct Sales Comparison Approach is the most preferred and utilized technique when sales of comparable sites are available. The other methodologies are indirect techniques which are generally used when an area is primarily built-up and sales of comparable sites are scarce.

The Direct Sales Comparison Method of valuing the subject site was relied on due to the availability of recent land sales. In the Direct Sales Comparison Method, sales of similar recently sold sites with a similar highest and best use as the subject site are analyzed, compared and adjusted by time, property characteristics and location to indicate the Market Value of the subject site as though unimproved. The reliability of this approach is dependent upon the availability of comparable sales data, the verification of the sales data, the degree of comparability and the absence of non-typical conditions affecting the sale.

Data related to the subject property is derived from various sources including but not limited to the Miami-Dade County Property Appraiser's Office, the Miami-Dade County Clerk's Office, Miami-Dade County plats, FEMA flood zone maps, Land Development Regulations of the City of Miami and tax roll information provided by the Miami-Dade County Property Appraiser's Office.

Comparable sale sources include the Miami-Dade County Property Appraiser's Office, Board of Realtors' Multiple Listing Service, Costar, and Loopnet. Sale prices are typically confirmed with a party to the transaction, i.e. buyer, seller, real estate agent or attorney to the transaction.

LAND VALUE ANALYSIS

Attachment: File # 15053 - Exhibit B (15053 : Purchase of Property at 939 N.W. 5th Avenue, Miami, Florida, 33136; 720 N.W. 4th Avenue, Miami,

LAND VALUE

A value estimate is concluded by comparing the subject site to comparable land sales. Generally, the comparable land sales are adjusted by time, property, and location to indicate the Market Value of the subject site as though unimproved. This process is known as the Direct Sales Comparison Method.

The Direct Sales Comparison Method is a process of analyzing sales of similar recently sold land parcels in order to derive an indication of the most probable sales price of the site being appraised. The reliability of this approach is dependent upon the availability of comparable sales data, the verification of the sales data, the degree of comparability and the absence of non-typical conditions affecting the sale.

The following pages contain sales of similar land sites which have recently sold. Several other sales were considered, but were not included because there was too wide a difference in physical factors, location and time.

Various analytical techniques may be used to identify and measure adjustments. The techniques of comparative analysis can be grouped into two categories: quantitative and qualitative.

When quantitative analytical techniques are applied, mathematical processes are used to identify which elements of comparison require adjustment and to measure the amount of these adjustments.

The primary quantitative techniques, **Paired Data Analysis**, is a process in which two or more market sales are compared to derive an indication of the size of the adjustment for a single characteristic. Ideally, the sales being compared will be identical in all respects except for the element being measured.

Although paired data analysis is a theoretically sound method, it is sometimes impractical because only a narrow sampling of sufficiently similar properties may be available and it is difficult to quantify the adjustments attributable to all the variables.

The primary qualitative techniques, **Relative Comparison Analysis**, is the study of the relationship indicated by market data without recourse to quantification. This technique is utilized because it reflects the imperfect nature of real estate markets. To apply the technique, the appraisers analyze comparable sales to determine whether the comparables' characteristics are inferior, superior, or equal to those of the subject property.

A search is made of real estate market for all sales within the subject or competitive locations. While many sales were reviewed, the sales contained herein are considered most comparable to the subject properties as to all major factors of comparison.

A photograph of each sale, a summary of the sales, a sales map and a value conclusion follows herein.

LAND SALE 1

DATE: April 8, 2022

PRICE: \$420,000

TYPE INSTRUMENT: Warranty Deed

RECORDATION: O.R. Book 33162, Page 3702

FOLIO NUMBER: 01-3112-048-0363

GRANTOR: TP0403, LLC

GRANTEE: BD Falcon Investments, LLC

LEGAL: Lots 9 & 10, less the North 241.35 feet, Block 2, **PHOENIX PARK**, Plat Book 6, Page 80 of the Public Records of Miami-Dade County, Florida, less the South 25 feet oand less the West 5 feet.

LOCATION: 125 N. W. 76th Street
Miami, Florida

SITE DESCRIPTION:

Dimensions: 44 feet x 143.2 feet
Size: 6,321 Square Feet
0.15 Acres
Zoning: T5-R, Urban Center Zone, Restricted
Current Use: Vacant

UNIT PRICE: \$66.45 per square foot

FINANCING: Conventional first mortgage from Samjack Blackstone of \$437,000 at 4.16% interest for 360 months.

REMARKS: The property previously sold in September of 2018 for \$215,000



SALE 1

Attachment: File # 15053 - Exhibit B (15053 : Purchase of Property at 939 N.W. 5th Avenue, Miami, Florida, 33136; 720 N.W. 4th Avenue, Miami,

LAND SALE 2

DATE: October 7, 2022

PRICE: \$720,000

TYPE INSTRUMENT: Warranty Deed

RECORDATION: O.R. Book 33420, Page 1738

FOLIO NUMBER: 01-3113-063-0100

GRANTOR: 59 Street, LLC

GRANTEE: Surlittleriver1, LLC

LEGAL: The South 100 feet of Lots 11 & 12, Block 1, **HIGH SCHOOL PARK TRACT**, Plat Book 4, Page 44 of the Public Records of Miami-Dade County, Florida.

LOCATION: 55 N. W. 59th Street
Miami, Florida

SITE DESCRIPTION:

Dimensions: 100 feet x 110 feet
Size: 11,000 Square Feet
0.25 Acres

Zoning: T5-R, Urban Center Zone, Restricted
Current Use: Vacant

UNIT PRICE: \$65.45 per square foot

FINANCING: Cash.

REMARKS: The property previously sold in July of 2018 for \$280,000



SALE 2

LAND SALE 3

DATE: February 10, 2023

PRICE: \$380,000

TYPE INSTRUMENT: Warranty Deed

RECORDATION: O.R. Book 33584, Page 3084

FOLIO NUMBER: 01-3112-064-0040

GRANTOR: Miami Green Houses, LLC

GRANTEE: Emprendimientos Rua, LLC

LEGAL: Lot 5, **EAST COURT OF PHOENIX PARK**, Plat Book 9 Page 105 of the Public Records of Miami-Dade County, Florida.

LOCATION: 37 N. W. 76th Avenue
Miami, Florida

SITE DESCRIPTION:

Dimensions: 58.8 feet x 100 feet
Size: 5,279 Square Feet
0.12 Acres

Zoning: T5-R, Urban Center Zone, Restricted
Current Use: Vacant

UNIT PRICE: \$71.98 per square foot

FINANCING: Cash

REMARKS: The property previously sold in November of 2019 for \$125,000



SALE 3

LAND SALE 4

DATE: April 3, 2023

PRICE: \$875,000

TYPE INSTRUMENT: Warranty Deed

RECORDATION: O.R. Book 33653, Page 1778

FOLIO NUMBER: 01-3112-105-0030

GRANTOR: Phares Poliard

GRANTEE: 101 Royal Palm, LLC

LEGAL: Lot 3, Block 1, **PELAEZ-ZOGBY SUBDIVISION**, Plat Book 129, Page 65 of the Public Records of Miami-Dade County, Florida.

LOCATION: 101 N. W. 76th Street
Miami, Florida

SITE DESCRIPTION:

Dimensions: 84.2 feet x 143.2 feet
Size: 12,043 Square Feet
0.28 Acres
Zoning: T5-R, Urban Center Zone, Restricted
Current Use: Vacant

UNIT PRICE: \$72.66 per square foot

FINANCING: Cash.

REMARKS: The property had no sales in the prior five years.



SALE 4

LAND SALE 5

DATE: June 26, 2023

PRICE: \$300,000

TYPE INSTRUMENT: Warranty Deed

RECORDATION: O.R. Book 33783, Page 331

FOLIO NUMBER: 01-3112-065-0460

GRANTOR: Sanchez Holdings, LLC

GRANTEE: Vizion 7538, LLC

LEGAL: Lot 3, Block 5, **ROSELAWN PARK**, Plat Book 9, Page 121 of the Public Records of Miami-Dade County, Florida.

LOCATION: 7544 N. E. First Court
Miami, Florida

SITE DESCRIPTION:

Dimensions: 47.5 feet x 100 feet
Size: 4,750 Square Feet
0.11 Acres

Zoning: T5-R, Urban Center Zone, Restricted
Current Use: Vacant

UNIT PRICE: \$63.16 per square foot

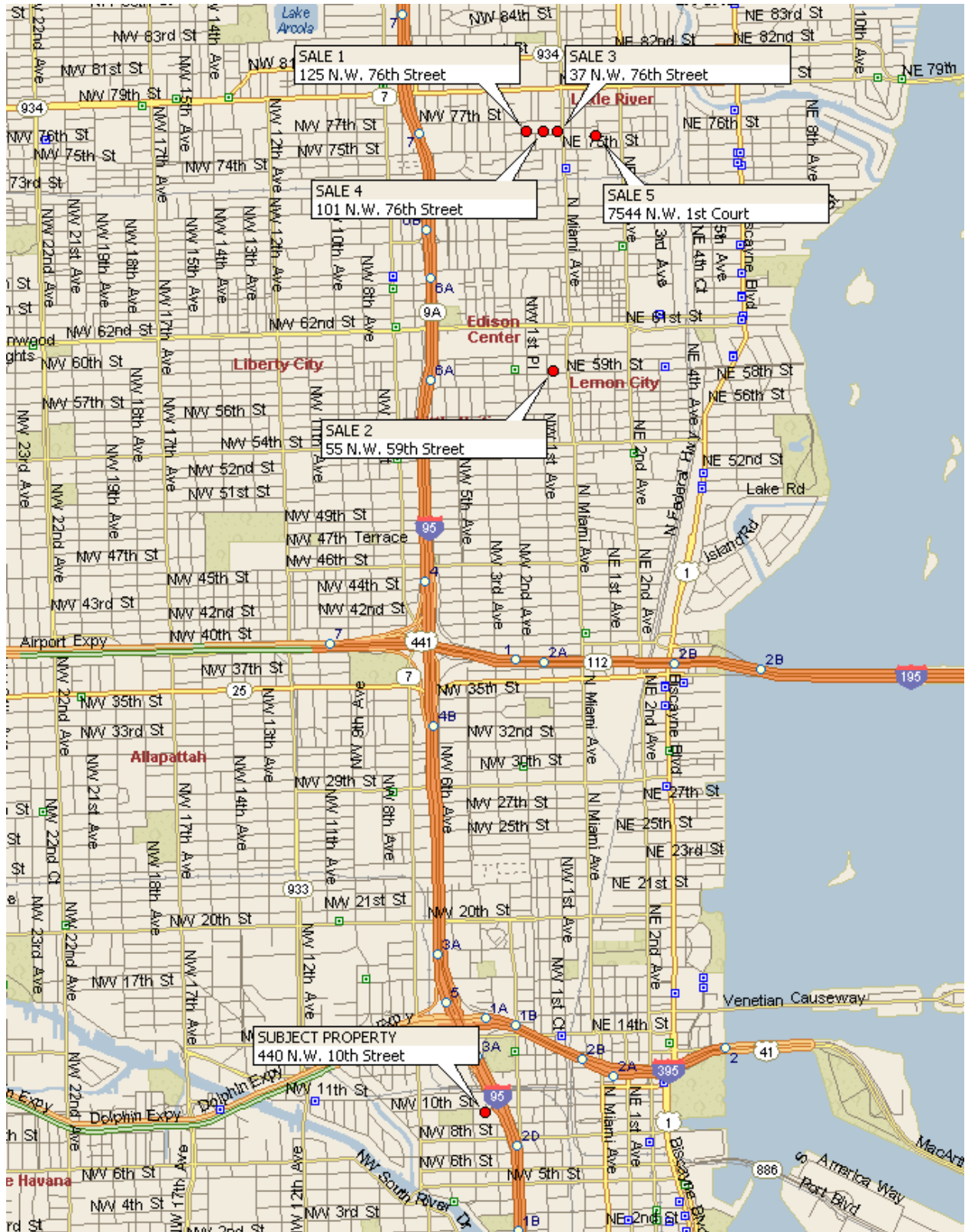
FINANCING: Cash.

REMARKS: The property sold previously in May of 2021 for \$171,000.



SALE 5

LAND SALES MAP



Attachment: File # 15053 - Exhibit B (15053 : Purchase of Property at 939 N.W. 5th Avenue, Miami, Florida, 33136; 720 N.W. 4th Avenue, Miami,

SUMMARY OF LAND SALES

CHARACTERISTICS	SUBJECT	SALE 1	SALE 2	SALE 3	SALE 4	SALE 5
DATE OF SALE		4/8/22	10/7/22	2/10/23	4/3/23	6/26/23
SALE PRICE		\$420,000	\$720,000	\$380,000	\$875,000	\$300,000
O.R. BOOK/PAGE		33162/3702	33420/1738	33584/3084	33653/1778	33783/331
ADDRESS	440 N.W 10 St.	125 N.W. 76 St.	55 N.W. 59 St.	37 N.W. 76 St.	101 N.W. 76 St	7544 N.E. 1 Ct.
LOCATION		4¼ Miles NE	3¼ Miles NE	4¼ Miles NE	4¼ Miles NE	4¼ Miles NE
LAND SIZE (SF)	23,250	6,321	11,000	5,279	12,043	4,750
LAND SIZE (ACRES)	0.53	0.15	0.25	0.12	0.28	0.11
ZONING	T5-R	T5-R	T5-R	T5-R	T5-R	T5-R
USE AT SALE	Vacant	Vacant	Vacant	Vacant	Vacant	Vacant
PRICE PAID/SF		\$66.45	\$65.45	\$71.98	\$72.66	\$63.16

Attachment: File # 15053 - Exhibit B (15053 : Purchase of Property at 939 N.W. 5th Avenue, Miami, Florida,

ANALYSIS OF SALES

The land sales range in unit price from \$63.16 to \$72.66 per square foot of land area. The sales range in time from April of 2022 to June of 2023.

Property Rights

The fee simple interest is the property right of the subject property being valued. The comparable sales involved the same type of property rights.

Financing

The sales were all financed with cash. The financing of the sales does not indicate any adjustments of their prices for favorable/below market financing.

Conditions of Sale

All of the sales were arm's-length transactions. An arm's-length transaction is defined as a transaction freely arrived at in the open market unaffected by abnormal pressure or by the absence of normal competitive negotiation as might be true in the case between related parties.

Date of Sale (Market Conditions)

The sales occurred between April of 2022 and June of 2023. An upward trend in prices for land sites in the subject market area is evident over this time period. The unit prices of Sales 1 and 2, sales occurring in 2022, require upward adjustments for increasing market conditions.

Location

The sale sites are located in the city of Miami, within a 4¼ mile radius of the subject. The locations of the sale sites are considered similar to the location of the subject.

Land Size

The sale sites range in size from 4,750 to 12,043 square feet. The subject site at 23,250 square feet is above the range of sizes of the sale properties. However, the sales do not indicate a difference in unit price based on site size.

Zoning

The subject site is zoned for residential use in a T5-R district. The sale sites are also zoned T5-R zones. The zonings of the sale sites are similar to the zoning of the subject site.

Conclusion

The land sales range in unit price from \$63.16 to \$72.66 per square foot of land area.

A summary of the adjustments is as follows:

————— *QUINLIVAN APPRAISAL* —————

Sale No.	1	2	3	4	5
Price/Square Foot	\$66.45	\$65.45	\$71.98	\$72.66	\$63.16
Adjustments					
Property Rights	=	=	=	=	=
Conditions of Sale	=	=	=	=	=
Financing	=	=	=	=	=
Market Conditions	+	+	=	=	=
Location	=	=	=	=	=
Site Size	=	=	=	=	=
Zoning	=	=	=	=	=
Access/Exposure	=	=	=	=	=
Site Conditions	=	=	=	=	=
Total Adjustments	+	+	=	=	=

The unit prices of the sales, ranging from \$63.16 to \$72.66 per square foot of land area, a fairly tight range. The unit prices of all of the sales are given consideration in the final analysis.

Based on the above analysis of the land sales, it is estimated that the subject site has a market value as of August 5, 2023 of \$70.00 per square foot of land area.

$$23,250 \text{ Square Feet} \times \$70.00 \text{ per Square Foot} = \$1,627,500$$

$$\text{Land Value Indication (Rounded)} \qquad \qquad \qquad \$1,625,000$$

Attachment: File # 15053 - Exhibit B (15053 : Purchase of Property at 939 N.W. 5th Avenue, Miami, Florida, 33136; 720 N.W. 4th Avenue, Miami,

ADDENDA

ASSUMPTIONS AND LIMITING CONDITIONS

This Appraisal Report has been made with the following general assumptions:

1. No responsibility is assumed for the legal description or for matters including legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated.
2. The property is appraised free and clear of any or all liens or encumbrances unless otherwise stated.
3. Responsible ownership and competent property management are assumed.
4. The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.
5. All engineering is assumed to be correct. The plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.
6. If no survey has been furnished to the appraiser, all measurements have been confirmed either in the field, in the plat book or by other reliable sources and are presumed to be accurate.
7. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.
8. It is assumed that there is full compliance with all applicable federal, state and local environmental regulations and laws unless noncompliance is stated, defined and considered in the Appraisal Report.
9. It is assumed, unless a study has been provided otherwise, that no hazardous material such as asbestos, urea formaldehyde or other toxic waste exists in the property. The existence of a potentially hazardous material could have a significant effect on the value of the property.

10. In reference to proposed construction, the real estate taxes and other expenses are Estimated. These amounts are not guaranteed.
11. It is assumed in the valuation of the subject land site, unless a compliance letter has been furnished to us, that the State of Florida Growth Management Act does not prevent the issuance of a building permit.
12. It is assumed that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.
13. It is assumed that the utilization of the land and improvements is within the boundaries of property lines of the property described and that there is no encroachment or trespass unless noted in the report.

This Appraisal Report has been made with the following general limiting conditions:

1. The distribution, if any, of the total valuation of this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.
2. Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraiser, and in any event, only with proper written qualification and only in its entirety.
3. The appraiser herein by reason of this appraisal is not required to give further consultation, testimony, or be in attendance in court with reference to the property in question unless arrangements have been previously made.
4. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news, sales, or other media without the prior written consent and approval of the appraiser.

QUALIFICATIONS OF THE APPRAISER

THOMAS F. MAGENHEIMER

Experience:

11/84 - Present **QUINLIVAN APPRAISAL, P.A.**
 7300 N. Kendall Drive, Suite 530
 Miami, Florida

Currently president of Quinlivan Appraisal, P.A., a Real Estate Appraising and Consulting Firm, Established in 1964.

Education:

University of Richmond, Richmond, Virginia
 BA - Bachelor of Arts in History (1982)

Professional Affiliations:

Member of the Appraisal Institute (MAI No. 09166)
 Real Estate Salesman - State of Florida - Certificate No. 0344882
 Certified General Appraiser, State of Florida, License No. RZ 553
 Member Sigma Alpha Epsilon Fraternity

Qualified as an Expert Witness in the Following Courts:

Miami-Dade and Broward County Circuit Courts
 United States Bankruptcy Court

Other Activities:

Admissions Committee - South Florida-Caribbean Chapter of the Appraisal Institute - (1992)
 Newsletter Editor - South Florida-Caribbean Chapter of the Appraisal Institute - (1991 - 1995)
 President - South Florida-Caribbean Chapter of the Appraisal Institute - (1996)
 Board of Trustees - Palmer-Trinity School (1989 - 1993)

Quinlivan Appraisal has prepared Appraisal Reports for the following:

Institutions and Corporations:

AT&T
 Alpha Realty Advisors
 Archdiocese of Miami
 Apollo Bank
 The Bank of America
 Bank United
 Barry University
 Bessemer Trust Company
 California Bank and Trust
 Chevron Oil Company
 Chase Manhattan Bank
 Chemical Bank
 Citibank
 City National Bank of Miami
 Coamerica Bank
 Coconut Grove Bank
 Commerce Bank
 Commercial Bank of Florida
 Eastern National Bank
 Espirito Santo Bank
 First American Bank
 First Bank Florida
 Farm Credit of South Florida
 First International Bank
 First National Bank of South Miami
 Florida International University
 First Nationwide Bank
 Florida Memorial College
 Florida Power and Light Company
 Florida Rock Industries
 Greyhound Lines
 HSBC
 Hemisphere National Bank
 Iberia Bank
 Intercontinental Bank
 International Bank of Miami, N.A.
 Jackson Health System
 Jetstream Financial Credit Union
 LaSalle National Bank
 Marine Midland Bank
 McDonalds Corp.
 Mellon United National Bank
 Miami-Dade County Community College
 Northern Trust Bank of Florida

Ocean Bank
 Pacific National Bank
 Shell Oil Company
 Silver Hill Funding
 South Trust Bank
 SunTrust Bank
 TotalBank
 Trust for Public Lands
 University of Miami
 U. S. Century Bank
 Wachovia
 Wal-Mart
 YMCA

Governmental Agencies:

City of Aventura
 City of Coral Gables
 City of Doral
 City of Florida City
 City of Hialeah
 City of Homestead
 City of Miami
 City of Miami Parking Authority
 City of Miami Beach
 City of Miramar
 City of North Bay Village
 City of North Miami
 City of North Miami Beach
 City of South Miami
 City of Sunny Isles Beach
 Miami-Dade County Aviation Department
 Miami-Dade County Department of Development & Facilities Management
 Miami-Dade County HUD
 Miami-Dade County Property Appraisal Adjustment Board
 Miami-Dade County Public Schools
 Miami-Dade County Public Works Department
 Miami-Dade County Transportation Administration
 Miami-Dade Water & Sewer Department
 South Florida Water Management District
 State of Florida, Attorney General's Office
 State of Florida, Department of Community Affairs
 State of Florida, Department of Corrections
 State of Florida, Department of Environmental Protection
 State of Florida, Department of Insurance
 State of Florida, Department of Rehabilitation and Liquidation
 State of Florida, Department of Transportation
 Town of Golden Beach

Town of Bay Harbor Islands
 Town of Miami Lakes
 United States Army Corps of Engineers
 United States Department of Justice
 United States Department of Commerce
 United States Department of the Interior
 United States General Services Administration
 Village of Islamorada
 Village of Key Biscayne
 Village of Pinecrest
 Village of Palmetto Bay

Law Firms:

Akerman Senterfitt
 Greenberg, Traurig
 Daniels, Kashton, Downs and Robertson
 Holland and Knight, LLP
 Shutts & Bowen
 Ruden McClosky, LLP
 Steel, Hector & Davis, LLP
 Weiss, Serota, Helfman, Pastoriza, Guedes, Cole and Boniske, P.A.

Types of Properties Appraised:

Single Family Residences	Vacant Land
Apartment Buildings	Hotel/Motels
Office Buildings	Warehouses
Retail Stores	Nursing Homes
Shopping Centers	Mobile Home Parks
Condominium Apartment Buildings	Schools
Golf Courses	Service Stations
Residential Subdivisions	Marinas
Automobile Dealerships	Wetlands



MARLON HILL, ESQ.
mhill@wsh-law.com

August 28, 2023

VIA E-MAIL (jmcqueen@miamigov.com)

Mr. James McQueen
Executive Director
Southeast Overtown Community Redevelopment Agency
819 NW 2nd Avenue, 3rd Floor
Miami, Florida, 33136

Re: Retainer Agreement – Real Estate Transactions

Dear Mr. McQueen:

We are pleased that you have decided to engage this Firm to represent the Southeast Overtown Community Redevelopment Agency (the "SOUTHEAST OVERTOWN CRA"). We apologize in advance for the formality of this letter, but it is our Firm's policy to enter into a written retainer agreement with new clients. From our experience, we have found that clients appreciate a frank and open discussion and understanding of the services that we will perform and the basis upon which they will be expected to pay for those services.

This letter is intended to set forth our understanding as to the nature and scope of the legal services we have agreed to render for the SOUTHEAST OVERTOWN CRA, the amount of our fees for those services, the manner in which our fees for those services shall be determined and the terms upon which the SOUTHEAST OVERTOWN CRA will make payment.

1. Nature of Legal Services. You have engaged us to assist you with the

Mr. James McQueen
August 28, 2023
Page 2 of 4

purchase of the Property. Our services will include the following:

- a. Drafting and negotiation of the purchase agreement;
- b. Review title and survey matters;
- c. Review any due diligence matters at your request; and
- d. Perform tasks related to the closing of the Property.

2. Fees for Services. With regard to the fees and costs incurred for our services, the SOUTHEAST OVERTOWN CRA will be charged and agrees to pay for our services on the basis of our hourly rates. Maria Currais and Ed Soto will be the SOUTHEAST OVERTOWN CRA's outside real estate transactions counsel, and the SOUTHEAST OVERTOWN CRA will be billed at our discounted hourly rate of \$325 per hour. Other personnel may work on SOUTHEAST OVERTOWN CRA matters as well. Paralegals and clerks will be billed at a rate of \$175 per hour. Where practicable, we will delegate work to attorneys working under our supervision at lower hourly rates based on their experience. It is our practice to charge for actual time expended on the City's behalf, but not less than 2/10ths of an hour for each activity. All of our rates are reviewed and may increase on October 1 of each year.

3. Costs. In addition to the fees discussed in paragraph 2, we anticipate that certain expenses may be incurred and advanced on the SOUTHEAST OVERTOWN CRA behalf. These expenses may include filing fees, recording costs, out-of-town travel expenses, delivery charges, long distance telephone charges, photocopies (xerox), special postage (express mail, certified mail and the like), computer research charges, court reporter expenses (including cost of transcript and court reporter's fee for attendance), court costs (such as filing fees, service of process, newspaper publication costs, subpoena costs, witness fees, recording fees, etc.), accounting and appraisal fees, fees and expenses of experts necessary to assist in the preparation and hearing of any matter, investigation costs, word processing fees, computer charges and applicable lobbyist registration fees. In addition to our fees for legal services, the SOUTHEAST OVERTOWN CRA agree to pay us for such out-of-pocket expenditures. In the event unusually large costs or advances are anticipated, we reserve the right to require an additional cost deposit from SOUTHEAST OVERTOWN CRA prior to undertaking the expenditures of funds on the SOUTHEAST OVERTOWN CRA behalf.

4. Payment of Fees and Costs. Our invoices will be submitted to the SOUTHEAST OVERTOWN CRA on a monthly basis and each invoice will be due

Mr. James McQueen
August 28, 2023
Page 3 of 4

and payable when rendered. SOUTHEAST OVERTOWN CRA must understand that if any invoice remains unpaid for more than 30 days after it is rendered, we reserve the right, in our discretion (subject to court approval, if necessary), to cease to provide further legal services to SOUTHEAST OVERTOWN CRA. SOUTHEAST OVERTOWN CRA will, however, be liable to us for the payment of any fees earned and any costs incurred by us to that time, together with any applicable taxes. In the event we are ultimately required to bring suit to collect any undisputed unpaid fees and costs, the SOUTHEAST OVERTOWN CRA understands that it will be required to pay reasonable attorneys' fees as well as legal interest on the amount of any fees and costs due us. SOUTHEAST OVERTOWN CRA further understands that we have the right to retain any and all files, papers and other property coming into our possession in connection with our engagement without any liability to the SOUTHEAST OVERTOWN CRA until we have been paid all costs, fees and interest due us under this agreement. Interest at the rate of 12% per annum will be added to any invoice, which remains unpaid for more than 30 days after it is rendered.

5. Withdrawal from Representation. We reserve the right to withdraw from representing SOUTHEAST OVERTOWN CRA if SOUTHEAST OVERTOWN CRA misrepresents or fails to disclose material facts to us, or if we disagree about the course of action which should be pursued.

6. Advanced Fees and Costs Deposit. In order to retain services of this Firm, we customarily require a retainer fee; however, we are waiving this requirement for this representation.

7. Representation of Other Clients. We are bound by rules of legal ethics not to represent any client if the representation of that client will be directly adverse to the interests of another client unless each such client consents to such representation after consultation. If this letter is addressed to more than one person, Your signature of this letter will constitute such consent from the SOUTHEAST OVERTOWN CRA with respect to the matter specifically described in the paragraph of this letter entitled "Nature of Legal Services."

Mr. James McQueen
August 28, 2023
Page 4 of 4

8. Fees for Other Services. In the event SOUTHEAST OVERTOWN CRA asks us to render legal services with respect to other matters, in the absence of a written agreement specifically addressing that representation, the other matters will be handled on an hourly basis, and fees and costs will be payable under the same terms and conditions as provided for in paragraph 2, 3, and 4 of this letter.

9. Commencement of Representation. If the foregoing is agreeable to the SOUTHEAST OVERTOWN CRA, please acknowledge SOUTHEAST OVERTOWN CRA's understanding and agreement by signing this letter and delivering it to us, together with payment of the retainer and/or cost deposit set forth above, if any.

We appreciate SOUTHEAST OVERTOWN CRA's confidence in our Firm and assure SOUTHEAST OVERTOWN CRA that we will make every effort to perform our services in a prompt and efficient manner. If you have any questions or comments concerning this engagement letter, please let me know. Otherwise, please indicate SOUTHEAST OVERTOWN CRA's agreement with the foregoing by signing this engagement letter and returning it to me.

Sincerely,
WEISS SEROTA HELFMAN
COLE & BIERMAN, P.L.

Marlon Hill

AGREED AND ACCEPTED on this _____ day of _____
2023.

SOUTHEAST OVERTOWN COMMUNITY
REDEVELOPMENT AGENCY


By: 
Name: James McQueen
Title: Executive Director

Exhibit "C"



MARLON HILL, ESQ.
mhill@wsh-law.com

August 28, 2023

VIA E-MAIL (jmcqueen@miamigov.com)

Mr. James McQueen
Executive Director
Southeast Overtown Community Redevelopment Agency
819 NW 2nd Avenue, 3rd Floor
Miami, Florida, 33136

Re: Retainer Agreement – Real Estate Transactions

Dear Mr. McQueen:

We are pleased that you have decided to engage this Firm to represent the Southeast Overtown Community Redevelopment Agency (the "SOUTHEAST OVERTOWN CRA"). We apologize in advance for the formality of this letter, but it is our Firm's policy to enter into a written retainer agreement with new clients. From our experience, we have found that clients appreciate a frank and open discussion and understanding of the services that we will perform and the basis upon which they will be expected to pay for those services.

This letter is intended to set forth our understanding as to the nature and scope of the legal services we have agreed to render for the SOUTHEAST OVERTOWN CRA, the amount of our fees for those services, the manner in which our fees for those services shall be determined and the terms upon which the SOUTHEAST OVERTOWN CRA will make payment.

1. Nature of Legal Services. You have engaged us to assist you with the

Mr. James McQueen
August 28, 2023
Page 2 of 4

purchase of the Property. Our services will include the following:

- a. Drafting and negotiation of the purchase agreement;
- b. Review title and survey matters;
- c. Review any due diligence matters at your request; and
- d. Perform tasks related to the closing of the Property.

2. Fees for Services. With regard to the fees and costs incurred for our services, the SOUTHEAST OVERTOWN CRA will be charged and agrees to pay for our services on the basis of our hourly rates. Maria Currais and Ed Soto will be the SOUTHEAST OVERTOWN CRA's outside real estate transactions counsel, and the SOUTHEAST OVERTOWN CRA will be billed at our discounted hourly rate of \$325 per hour. Other personnel may work on SOUTHEAST OVERTOWN CRA matters as well. Paralegals and clerks will be billed at a rate of \$175 per hour. Where practicable, we will delegate work to attorneys working under our supervision at lower hourly rates based on their experience. It is our practice to charge for actual time expended on the City's behalf, but not less than 2/10ths of an hour for each activity. All of our rates are reviewed and may increase on October 1 of each year.

3. Costs. In addition to the fees discussed in paragraph 2, we anticipate that certain expenses may be incurred and advanced on the SOUTHEAST OVERTOWN CRA behalf. These expenses may include filing fees, recording costs, out-of-town travel expenses, delivery charges, long distance telephone charges, photocopies (xerox), special postage (express mail, certified mail and the like), computer research charges, court reporter expenses (including cost of transcript and court reporter's fee for attendance), court costs (such as filing fees, service of process, newspaper publication costs, subpoena costs, witness fees, recording fees, etc.), accounting and appraisal fees, fees and expenses of experts necessary to assist in the preparation and hearing of any matter, investigation costs, word processing fees, computer charges and applicable lobbyist registration fees. In addition to our fees for legal services, the SOUTHEAST OVERTOWN CRA agree to pay us for such out-of-pocket expenditures. In the event unusually large costs or advances are anticipated, we reserve the right to require an additional cost deposit from SOUTHEAST OVERTOWN CRA prior to undertaking the expenditures of funds on the SOUTHEAST OVERTOWN CRA behalf.

4. Payment of Fees and Costs. Our invoices will be submitted to the SOUTHEAST OVERTOWN CRA on a monthly basis and each invoice will be due

Mr. James McQueen
August 28, 2023
Page 3 of 4

and payable when rendered. SOUTHEAST OVERTOWN CRA must understand that if any invoice remains unpaid for more than 30 days after it is rendered, we reserve the right, in our discretion (subject to court approval, if necessary), to cease to provide further legal services to SOUTHEAST OVERTOWN CRA. SOUTHEAST OVERTOWN CRA will, however, be liable to us for the payment of any fees earned and any costs incurred by us to that time, together with any applicable taxes. In the event we are ultimately required to bring suit to collect any undisputed unpaid fees and costs, the SOUTHEAST OVERTOWN CRA understands that it will be required to pay reasonable attorneys' fees as well as legal interest on the amount of any fees and costs due us. SOUTHEAST OVERTOWN CRA further understands that we have the right to retain any and all files, papers and other property coming into our possession in connection with our engagement without any liability to the SOUTHEAST OVERTOWN CRA until we have been paid all costs, fees and interest due us under this agreement. Interest at the rate of 12% per annum will be added to any invoice, which remains unpaid for more than 30 days after it is rendered.

5. Withdrawal from Representation. We reserve the right to withdraw from representing SOUTHEAST OVERTOWN CRA if SOUTHEAST OVERTOWN CRA misrepresents or fails to disclose material facts to us, or if we disagree about the course of action which should be pursued.

6. Advanced Fees and Costs Deposit. In order to retain services of this Firm, we customarily require a retainer fee; however, we are waiving this requirement for this representation.

7. Representation of Other Clients. We are bound by rules of legal ethics not to represent any client if the representation of that client will be directly adverse to the interests of another client unless each such client consents to such representation after consultation. If this letter is addressed to more than one person, Your signature of this letter will constitute such consent from the SOUTHEAST OVERTOWN CRA with respect to the matter specifically described in the paragraph of this letter entitled "Nature of Legal Services."

Mr. James McQueen
August 28, 2023
Page 4 of 4

8. Fees for Other Services. In the event SOUTHEAST OVERTOWN CRA asks us to render legal services with respect to other matters, in the absence of a written agreement specifically addressing that representation, the other matters will be handled on an hourly basis, and fees and costs will be payable under the same terms and conditions as provided for in paragraph 2, 3, and 4 of this letter.

9. Commencement of Representation. If the foregoing is agreeable to the SOUTHEAST OVERTOWN CRA, please acknowledge SOUTHEAST OVERTOWN CRA's understanding and agreement by signing this letter and delivering it to us, together with payment of the retainer and/or cost deposit set forth above, if any.


We appreciate SOUTHEAST OVERTOWN CRA's confidence in our Firm and assure SOUTHEAST OVERTOWN CRA that we will make every effort to perform our services in a prompt and efficient manner. If you have any questions or comments concerning this engagement letter, please let me know. Otherwise, please indicate SOUTHEAST OVERTOWN CRA's agreement with the foregoing by signing this engagement letter and returning it to me.

Sincerely,
WEISS SEROTA HELFMAN
COLE & BIERMAN, P.L.

Marlon Hill

AGREED AND ACCEPTED on this _____ day of _____
2023.


SOUTHEAST OVERTOWN COMMUNITY
REDEVELOPMENT AGENCY

By: 
Name: James McQueen
Title: Executive Director

**SOUTHEAST OVERTOWN/PARK WEST
COMMUNITY REDEVELOPMENT AGENCY
INTER-OFFICE MEMORANDUM**

To: Board Chair Christine King and Members of the CRA Board Date: November 8, 2023 File: 15055

Subject: 4/5ths Bid Waiver to Make a Wish Foundation of Southern Florida, Inc.

From:  James McQueen
Executive Director

Enclosures: File # 15055 - Notice To The Public
File # 15055 - Bid Waiver Memo
File # 15055 - Backup

BACKGROUND:

A Resolution of the Board of Commissioners of the Southeast Overtown/Park West Community Redevelopment Agency (“SEOPW CRA”) by a four-fifths (4/5ths) affirmative vote, after an advertised public hearing, ratifying, approving, and confirming the Executive Director’s recommendation and finding that competitive negotiation methods and procedures are not practicable or advantageous pursuant to sections 18-85 and 18-86 of the code of the City of Miami, Florida, as amended, as adopted by the SEOPW CRA; waiving the requirements for competitive sealed bidding as not being practicable or advantageous to the SEOPW CRA; authorizing the allocation of grant funds in an amount not to exceed Two-Million Five Hundred Thousand Dollars and Zero Cents (\$2,500,000.00)(“Funds”), to support Make-A-Wish Foundation of Southern Florida, Inc., a Florida not-for-profit corporation (“Make-A-Wish Foundation”) for its new headquarters. Make-A-Wish Foundation’s whose sole mission is to create life-changing wishes for children with critical illnesses.

Wishes are varied from child to child who dreams of them. For example, a child could wish for an outdoor playground to play with siblings and friends or funds to attend college. Make-A-Wish Foundation was founded in 1983, has granted more than 14,000 wishes for children. Wishes have proven to have physical and emotional benefits that can give critically ill children a higher chance of overcoming their illness, replacing fear with confidence, sadness with joy, and anxiety with hope.

JUSTIFICATION:

WHEREAS, Section 2, Goals 4, of the Plan, “creati[on of] jobs within the community” and “improving quality of life for residents”, as stated redevelopment goals; and

WHEREAS, Section 2, Goal 6, of the Plan, lists “improving the quality of life for residents”, as a stated redevelopment goal; and

FUNDING:

\$2,500,000.00 allocated from Grants and Aids, Account No. 10050.920101.883000.0000.00000

FACT SHEET:

Company name: Make-A-Wish Foundation of Southern Florida, Inc.

Address: 4491 South State Road 7, Suite 201, Fort Lauderdale, FL 33314

Funding request: \$2,500,000.00.

Scope of work or services (Summary): Make-A-Wish Foundation of Southern Florida, Inc., (“Make-A-Wish Foundation”) new headquarters. Make-A-Wish Foundation’s whose sole mission is to create life-changing wishes for children with critical illnesses. Wishes have proven to have physical and emotional benefits that can give critically ill children a higher chance of overcoming their illness, replacing fear with confidence, sadness with joy, and anxiety with hope.

**AGENDA ITEM
FINANCIAL INFORMATION FORM**

SEOPW CRA

CRA Board Meeting Date: **November 16, 2023**

CRA Section:

Brief description of CRA Agenda Item:

Authorizing the allocation of grant funds in an amount not to exceed \$2,000,000.00 to support Make – A – Wish Foundation of Southern Florida, Inc., for its new headquarters.

Project Number (if applicable):		
YES, there are sufficient funds in Line Item:		
Account Code: <u>10050.920101.883000.0000.00000</u> Amount: <u>\$2,000,000.00</u>		
NO (Complete the following source of funds information):		
Amount budgeted in the line item:		\$
Balance in the line item:		\$
Amount needed in the line item:		\$
Sufficient funds will be transferred from the following line items:		
ACTION	ACCOUNT NUMBER	TOTAL
Project No./Index/Minot Object		
From		\$
To		\$
From		\$
To		\$

Comments:
Approved by:



 James McQueen, Executive Director 11/8/2023

Approval:



 Miguel A Valentin, Finance Officer 11/8/2023



Southeast Overtown/Park West Community Redevelopment Agency

File Type: CRA Resolution

Enactment Number:

File Number: 15055

Final Action Date:

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY (“SEOPW CRA”), BY A FOUR-FIFTHS (4/5THS) AFFIRMATIVE VOTE, AFTER AN ADVERTISED PUBLIC HEARING, RATIFYING, APPROVING, AND CONFIRMING THE EXECUTIVE DIRECTOR’S RECOMMENDATION AND FINDING THAT COMPETITIVE NEGOTIATION METHODS AND PROCEDURES ARE NOT PRACTICABLE OR ADVANTAGEOUS PURSUANT TO SECTIONS 18-85 OF THE CODE OF THE CITY OF MIAMI, FLORIDA, AS AMENDED, AS ADOPTED BY THE SEOPW CRA; WAIVING THE REQUIREMENTS FOR COMPETITIVE SEALED BIDDING AS NOT BEING PRACTICABLE OR ADVANTAGEOUS TO THE SEOPW CRA; AUTHORIZING THE EXECUTIVE DIRECTOR TO DISPERSE FUNDS, AT HIS DISCRETION, ON A REIMBURSEMENT BASIS OR DIRECTLY TO VENDORS, UPON PRESENTATION OF INVOICES AND SATISFACTORY DOCUMENTATION, SUBJECT TO THE AVAILABILITY OF FUNDING, FROM THE GRANTS AND AIDS" ACCOUNT NO. 10050.920101.883000.0000.00000, IN AN AMOUNT TO NOT EXCEED TWO MILLION DOLLARS AND ZERO CENTS (\$2,000,000.00) (“FUNDS”) TO SUPPORT MAKE-A-WISH FOUNDATION OF SOUTHERN FLORIDA, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION (“MAKE-A-WISH FOUNDATION”) NEW HEADQUARTERS. MAKE-A-WISH FOUNDATION’S WHOSE SOLE MISSION IS TO CREATE LIFE-CHANGING WISHES FOR CHILDREN WITH CRITICAL ILLNESSES (“PURPOSE”); FURTHER AUTHORIZING THE EXECUTIVE DIRECTOR TO NEGOTIATE AND EXECUTE AN AGREEMENT, INCLUDING ANY AND ALL DOCUMENTS NECESSARY, ALL IN FORMS ACCEPTABLE TO THE GENERAL COUNSEL; FOR THE ALLOCATION OF THE FUNDS FOR THE PURPOSE STATED HEREIN; SUBJECT TO THE AVAILABILITY OF FUNDING; PROVIDING FOR INCORPORATION OF RECITALS, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Southeast Overtown/Park West Community Redevelopment Agency (“SEOPW CRA”) is a community redevelopment agency created pursuant to Chapter 163, Florida Statutes, and is responsible for carrying out community redevelopment activities and projects within its redevelopment area in accordance with the 2018 Southeast Overtown/Park West Redevelopment Plan Update (the “Plan”); and

WHEREAS, Section 2, Goals 4, of the Plan, “creati[on of] jobs within the community” and “improving quality of life for residents”, as stated redevelopment goals; and

WHEREAS, Section 2, Goal 6, of the Plan, lists “improving the quality of life for residents”, as a stated redevelopment goal”; and

WHEREAS, Make-A-Wish Foundation of Southern Florida, Inc., a Florida not-for-profit corporation (“Make-A-Wish Foundation”) is requesting Two Million Dollars and Zero Cents (\$2,000,000.00) to support the new headquarters development (“Purpose”); and

WHEREAS, Make-A-Wish Foundation was founded in 1983 and whose sole mission is to create life-changing wishes for children with critical illnesses and has granted more than 14,000 wishes for children; and

WHEREAS, Wishes are varied from child to child who dreams of them and for example, a child could wish for an outdoor playground to play with siblings and friends or funds to attend college; and

WHEREAS, Wishes have proven to have physical and emotional benefits that can give critically ill children a higher chance of overcoming their illness, replacing fear with confidence, sadness with joy, and anxiety with hope.

WHEREAS, the Board of Commissioners wishes to authorize funding in an amount not to exceed Two Million Dollars and Zero Cents (\$2,000,000.00) (“Funds”) to Make-A-Wish Foundation for the Purpose stated herein; and

WHEREAS, the Board of Commissioners finds that authorizing this Resolution would further the SEOPW CRA redevelopment goals and objectives; and

WHEREAS, based on the recommendation and findings of the Executive Director, it is in the SEOPW CRA’s best interest for the Board of Commissioners to authorize, by an affirmative four-fifths (4/5ths) vote, a waiver of competitive sealed bidding procedures pursuant to Section 18-85 and 18-86 of the Code of the City of Miami, Florida, as amended (“City Code”), as adopted by the SEOPW CRA, and to authorize the Executive Director to negotiate and execute any and all agreements necessary, all in forms acceptable to the General Counsel, with Make-A-Wish Foundation for the provision of grant Funds for the Purpose stated herein and subject to the availability of funds;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MIAMI, FLORIDA:

Section 1. The recitals and findings contained in the Preamble to this Resolution are adopted by reference and incorporated herein as if fully set forth in this Section.

Section 2. By a four-fifths (4/5th) affirmative vote, after an advertised public hearing, the Executive Director’s recommendation and written findings that competitive negotiation methods and procedures are not practicable or advantageous to the SEOPW CRA, pursuant to Section 18-85 and 18-86 of the City Code, as adopted by the SEOPW CRA, and waiving the requirements for said procedures is ratified, approved, and confirmed.

Section 3. The Executive Director is hereby authorized¹ to disperse funds, at his discretion, on a reimbursement basis or directly to vendors, upon presentation of invoices and satisfactory documentation from the “Grants and Aids” Account No. 10050.920101.883000.0000.00000 to Make-A-Wish Foundation whose sole mission is to create life-changing wishes for children with critical illnesses and the Purpose stated herein.

¹ The herein authorization is further subject to compliance with all legal requirements that may be imposed, including but not limited to those prescribed by applicable State law, City Charter and City Code provisions, as adopted by the SEOPW CRA.

Section 4. The Executive Director is authorized¹ to negotiate and execute an agreement, including any and all necessary documents, and all-in forms acceptable to the General Counsel, for said purpose.

Section 5. Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent may be authorized by the Executive Director, or the Executive Director's designee, without need of public hearing, by filing a corrected copy of same with the City of Miami City Clerk.

Section 6. This Resolution shall become effective immediately upon its adoption.

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:


Vincent T. Brown, Staff Counsel 11/8/2023

Southeast Overtown/Park West Community Redevelopment Agency

NOTICE OF PUBLIC HEARING

The Board of Commissioners (“Board”) of the Southeast Overtown/ Park West Community Redevelopment Agency (“SEOPW CRA”) will hold a Public Hearing on Thursday, November 16, 2023, at 10:00 a.m. or anytime thereafter in the City Commission chambers located at Miami City Hall, 3500 Pan American Drive, Miami, FL 33133. The Board will consider the allocation of funding to **Make-A-Wish Foundation of Southern Florida, Inc.**, a Florida not-for-profit corporation (“Make-A-Wish Foundation”) to underwrite costs associated with Make-A-Wish Foundation Southern Florida’s new headquarters.

In accordance with the SEOPW CRA 2018 Redevelopment Plan Update (“Plan”) and Florida Statutes 163, the Board will consider the allocation of funding, in an amount not to exceed Two-Million Dollars and Zero Cents (\$2,000,000.00), to the Make-A-Wish Foundation Southern Florida’s for it’s new headquarters, whose sole mission is to create life changing wishes for children with critical illnesses.

Inquiries regarding this notice may be addressed to James McQueen, Executive Director, SEOPW CRA, at (305) 679-6800.

This action is being considered pursuant to Sections 18-85 (a) of the Code of the City of Miami, Florida as amended (“Code”). The recommendation and findings to be considered in this matter are set forth in the proposed resolution and in Code Sections 18-85 (a), which are deemed to be incorporated by reference herein, and are available as with the scheduled SEOPW CRA Board meeting on Thursday, November 16, 2023, at 10:00 a.m. or anytime thereafter in the City Commission chambers located at Miami City Hall, 3500 Pan American Drive, Miami, FL 33133.

All comments and questions with respect to the meeting and remote public participation should be addressed to James McQueen, Executive Director, at 819 N.W. 2nd Avenue, 3rd Floor, Miami Florida 33136 (305) 679-6800. Should any person desire to appeal any decision of the Board with respect to any matter considered at this meeting, that person shall ensure that a verbatim record of the proceedings is made, including all testimony and evidence upon which any appeal may be based (F.S. 286.0105).

In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodations to participate in this proceeding may contact the Office of the City Clerk at (305) 250-5361 (Voice), not later than two (2) business days prior to the proceeding. TTY users may call 711 (Florida Relay Service), not later than two (2) business days prior to the proceeding.



Todd B. Hannon
Clerk of the Board
Ad No. 41125

**SOUTHEAST OVERTOWN/PARK WEST
COMMUNITY REDEVELOPMENT AGENCY
4/5ths RECOMMENDATION INTER-OFFICE MEMORANDUM**

To: Board Chair Christine King and
Members of the SEOPW CRA Board

Date: November 16, 2023

File:

Subject: Request to waive competitive sealed bidding methods pursuant to City Code 18-85(a) for Make a Wish Foundation of Southern Florida, Inc.

From: James McQueen
Executive Director

References:

Enclosures:

BACKGROUND:

A Resolution of the Board of Commissioners of the Southeast Overtown/Park West Community Redevelopment Agency ("SEOPW CRA") by a four-fifths (4/5ths) affirmative vote, after an advertised public hearing, ratifying, approving and confirming the Executive Director's recommendation and finding that competitive negotiation methods and procedures are not practicable or advantageous pursuant to sections 18-85 and 18-86 of the code of the City of Miami, Florida, as amended, as adopted by the SEOPW CRA; waiving the requirements for competitive sealed bidding as not being practicable or advantageous to the SEOPW CRA; authorizing the allocation of grant funds in an amount not to exceed Two-Million Dollars and Zero Cents (\$2,000,000.00) ("Funds"), to support Make-A-Wish Foundation of Southern Florida, Inc., a Florida not-for-profit corporation ("Make-A-Wish Foundation") for its new headquarters. Make-A-Wish Foundation's whose sole mission is to create life-changing wishes for children with critical illnesses.

Wishes are varied from child to child who dreams of them. For example, a child could wish for an outdoor playground to play with siblings and friends or funds to attend college. Make-A-Wish Foundation was founded in 1983 and has granted more than 14,000 wishes for children. Wishes have proven to have physical and emotional benefits that can give critically ill children a higher chance of overcoming their illness, replacing fear with confidence, sadness with joy, and anxiety with hope.

RECOMMENDATION:

In light of the above stated, approval of a waiver of the formal requirements of competitive sealed bidding methods as not being practicable or advantageous to the Southeast Overtown/Park West Community Redevelopment Agency as set forth in the City Code of Ordinances, as amended, specifically Section 18-85 (A), and the affirmation of these written findings and the forwarding the same to the Board of Commissioners of the Southeast Overtown/Park West Community Redevelopment Agency by a four fifths vote is respectfully requested.

APPROVED


James McQueen, Executive Director

Attachment: File # 15055 - Bid Waiver Memo (15055 : 4/5ths Bid Waiver to Make a Wish Foundation of Southern Florida, Inc.)



October 5, 2023

Mr. James McQueen
 Southeast Overtown/Park West Community Redevelopment Agency
 819 NW 2nd Avenue, 3rd Floor
 Miami, FL 33136

Dear Mr. McQueen,

Included in this package is information related to Make-A-Wish Southern Florida's new headquarters in the Historic Overtown District – the Finker-Frenkel Wish House. This is the start of a whole new chapter for Make-A-Wish Southern Florida, and we are very excited to be part of the redevelopment within the Southeast Overtown/Park West district.

ABOUT MAKE-A-WISH SOUTHERN FLORIDA

Make-A-Wish® Southern Florida has a sole mission - creating life-changing wishes for children with critical illnesses. No matter what a child wishes for, the experience is certain to be extraordinary and provide the child and their family with a much-needed escape from doctors and hospitals.

Founded in 1983, the 501 © (3) organization has granted more than 14,000 wishes for local children, making the chapter the 5th largest in the world. Wishes are as varied as the children who dream them: a trip to Walt Disney World® Resort to ride on Rise of the Resistance or meet a Disney Princess; have an outdoor playground to play on with your siblings and friends; have a shopping spree at your favorite store; attend a worldwide sporting event; meet your childhood hero; attend college; go on a cruise or visit the country of your family.

Wishes have proven to have physical and emotional benefits that can give critically-ill children a higher chance of overcoming their illness. When a wish is granted, a child replaces fear with confidence, sadness with joy and anxiety with hope.

A recent national study has quantified the importance of the wish experience. Ninety percent of parents believe "the wish experience results in increased emotional strength for children to work toward improving their health." Nearly 98% of wish kids believe the wish experience improves their own mental and emotional health and gives them hope.

OUR NEW HOME IN HISTORIC OVERTOWN

The Finker-Frenkel Wish House will change the wish experience for our wish children and their families and will drastically change the way our children discover their wishes. The House is a 5-story, approximately 36,000 SF LEED accredited office building. It includes 3,300 SF of ground level multi-use assembly space as well as WishWorks, an interactive space designed specifically for wish kids to help determine their wishes using experiential and interactive architecture and modern technology designed to unlock their imagination.

4491 South State Road 7
 Suite 201
 Fort Lauderdale, FL 33314

P. 954.967.9474
 F. 954.967.2468

sfla.wish.org

In addition to WishWorks and the multi-function space on the ground floor, there is 2,000 SF of outdoor terrace that has amazing views for events and 3 levels of approximately 12,000 SF of office space for Make-A-Wish Southern Florida's headquarters.

SERVICES PROVIDED

Currently we have 158 children from Miami-Dade County, more than half of which are from the City of Miami, waiting for their wishes. We have more children from Miami-Dade County than any other County in our service area, and it is our intention to make our new home open to them and the entire community. Our building will have the capacity for other community organizations to use when they need space and will aid in bringing us all together as a community. It is our desire to serve as a beacon in Historic Overtown and for our neighboring organizations to use as a place of collaboration.

FUNDING THE PROJECT

With a \$32.7M budget for this project, our faithful donors have done a tremendous job of supporting us and getting us closer to our goal. However, we would like to bridge the gap between what has been raised and what is needed to complete the project. With this in mind, we seek the Southeast Overtown/Park West Community Redevelopment Agency's (CRA) consideration for a financial investment in this very inspirational project in our Overtown community which will eliminate slum and blight, promote and market the community as a cultural and entertainment destination, add job opportunities to the local public, and foster safe community initiatives, all of which are consistent with the CRA's goals and redevelopment plan.

As we enter the final stretch of building our new home and prepare to move in, we strongly believe in establishing a solid, supportive, and collaborative relationship with you, the CRA, and our neighbors, while continuing to create life-changing wishes for children with critical illnesses.

CONCLUSION

We respectfully request that Southeast Overtown/Park West Community Redevelopment Agency (CRA) consider a \$7,000,000 investment in our new home and headquarters. This investment will allow us on Day 1 to use the facility for its intended purpose without limitation.

Respectfully,



Norm Wedderburn
President & CEO
Make-A-Wish Southern Florida

Included please find 1) Budget for the project, 2) Construction Contract, 3) Loan Agreement, 4) Loan Balance Statement as of September 27, 2023.

cc: Vincent Brown, Esq.



Make-A-Wish
SOUTHERN FLORIDA

PROJECT UPDATE

OCTOBER, 2022

AMICOR
MANAGEMENT
A TURNKEY COMPANY

Attachment: File # 15055 - Backup (15055 : 4/5ths Bid Waiver to Make a Wish Foundation of Southern

SCHEDULE

- Significant Milestone Dates
 - Structural Top Out completed September 30, 2022
 - Envelope complete – January 2023
 - Permanent Power – Completed June 2023
 - TCO estimated for November 2023
 - Wish Consultant is engaged estimated duration October through December.
 - Building CO – December 2023



EXTERIOR FACADE UPDATE

- Current Exterior Façade Update
 - Structural Steel is complete.
 - Exterior Glazing has been completed.
 - Fin Installation on North & South Elevations is complete.
 - Exterior Glass Entry Doors are installed.
 - North & South elevation exterior fin lighting installation is in progress, moving West to East.



EXTERIOR FACADE UPDATE



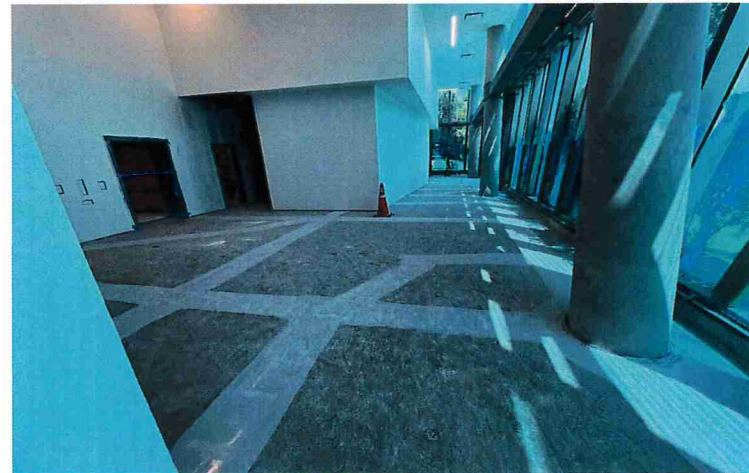
SITE PROGRESS UPDATE

- Current Site Progress
 - Temporary fencing on the East & West Elevation has been removed to allow installation of Irrigation & Landscaping. Installation of landscaping throughout is ongoing.
 - 2nd Layer of Asphalt has been poured and parking lot has been striped.
 - On-site dry utility installation completed.
 - FPL Pad, Transformer and meter have been installed; permanent power account has been set up.
 - Sidewalk grading has been completed and sidewalk, curb and gutters have been poured on 4th Avenue.
 - FDOT MOT obtained for driveway restoration along 3rd Avenue.
 - Civil contractor mobilization for interior alleyway and driveway construction to start September 2023.



INTERIOR PROGRESS UPDATE

- Interior Progress
 - Electrical Work throughout the building is underway.
 - Drywall Framing is ongoing, and drywall hanging/tape & finish is occurring in several areas throughout.
 - Currently working on layout of framing based on DD drawings from the Wish Consultant on level 1 and level 3.
 - Test & Balance for HVAC System is complete.
 - Elevator Installation Complete, pending electrical, low voltage and fire alarm work to finalize.
 - Ground Level Auditorium Hi-hat installation and chandeliers is ongoing.
 - Pour 4 of Ground level Terrazzo has begun.



PROGRESS UPDATE & PHOTOS

- Progress Update & Photos
 - 3rd Floor Terrace:
 - Railing Installation is complete.
 - Terrace Trellis installation is complete.
 - Terrace Tile installation is complete.
 - Terrace Landscaping Installation is ongoing.
 - Generator Start-Up & Commissioning Complete.
 - Fire Pump Start-up has been completed, pending report.
 - Permanent Chiller Installation & Start-Up Complete.



COST NOT INCLUDED IN ORIGINAL BUDGET

- Furniture and Onsite Equipment *
- AV Equipment, Low Voltage & Data, Security & Access Control *
- Artwork
- Dedication/Naming Recognition
- Moving & Relocation expenses
- Marketing Including Video, Fly Through's and Renderings
- Bank Fees
- Permanent Account Deposit Fees
- Office Window Treatments
- Decorative Lighting
- Real Estate Taxes
- Secondary Utility Services
- Wish House Construction and Consulting Costs over to \$1,275,000.00 not included
- Debt Service costs over \$313,753.75 – not included

- * Limited AV Equipment, Access Control & Security and kitchen equipment have been included base building scope and revised budgets

BUDGET

ID	Project Name	Current Approved Budget	Vendor Commitments Actual	Invoices Received to Date Actual	Payments Issued to Date Actual	Remaining Commitments to Pay Actual	Projected Balance to Complete
MAW- 2252B	SUMMARY TOTAL COSTS	\$28,644,754.51	\$30,029,295.76	\$24,954,253.91	\$25,024,645.95	\$5,004,649.80	\$7,989,746.90
MAW- 2253B							
MAW- 2254B	HARD COSTS	\$19,567,393.26	\$18,523,775.18	\$15,241,956.15	\$15,326,104.46	\$3,197,670.72	\$4,299,332.83
MAW- 2255B	Construction Hard Costs	\$19,567,393.26	\$18,523,775.18	\$15,241,956.15	\$15,326,104.46	\$3,197,670.72	\$4,299,332.83
MAW-2261B	Building Construction	\$16,239,268.92	\$15,549,324.71	\$12,538,352.14	\$12,538,352.14	\$3,010,972.57	\$3,700,916.78
MAW- 2256B	Building Construction - GC	\$11,681,505.52	\$11,679,502.03	\$9,004,778.65	\$9,004,778.65	\$2,674,723.38	\$2,676,726.87
MAW-2260B	Building Construction - Owner	\$4,557,763.40	\$3,869,822.68	\$3,533,573.49	\$3,533,573.49	\$336,249.19	\$1,024,189.91
MAW- 2259B	Specialty - WISH Space	\$411,717.90	\$0.00	\$0.00	\$0.00	\$0.00	\$411,717.90
MAW-2254B	MOT - Allowance	\$32,500.00	\$32,500.00	\$25,200.00	\$25,200.00	\$7,300.00	\$7,300.00
MAW-2258B	Owner Direct Purchases	\$2,883,906.44	\$2,941,950.47	\$2,678,404.01	\$2,762,652.32	\$179,398.15	\$179,398.15
MAW-2257B	Sales Tax Savings	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
MAW- 2262B	SOFT COSTS	\$3,086,105.93	\$7,038,143.98	\$5,354,232.69	\$5,340,476.42	\$1,697,667.56	\$2,057,223.82
MAW- 2318B	SOFT GOODS / FF&E	\$376,608.00	\$276,201.52	\$166,890.00	\$166,890.00	\$109,311.52	\$209,718.00
MAW- 2331B	LAND	\$4,201,175.07	\$4,191,175.07	\$4,191,175.07	\$4,191,175.07	\$0.00	\$10,000.00
MAW- 2332B	Land Acquisition	\$4,056,436.30	\$4,056,436.30	\$4,056,436.30	\$4,056,436.30	\$0.00	\$0.00
MAW- 2333B	RE Taxes	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
MAW- 2343B	Loan Origination Fees	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$0.00	\$0.00
MAW- 2344B	Escrow Hold	\$10,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,000.00
MAW- 2345B	Land Loan - Debt Service	\$119,738.77	\$119,738.77	\$119,738.77	\$119,738.77	\$0.00	\$0.00
MAW- 2346B	Project Contingency	\$1,413,472.25	\$0.00	\$0.00	\$0.00	\$0.00	\$1,413,472.25
MAW- 2347B	Project Contingency	\$1,413,472.25	\$0.00	\$0.00	\$0.00	\$0.00	\$1,413,472.25

**As of 09/01/2023

Project is currently in the process of absorbing the additional cost overruns for operator expenses not originally included in Master Budget as outlined in prior slide.

Contingency funds have been committed to account for additional AV and low voltage needs for Operations, additional scope requested and in anticipation of Wish House requirements not itemized.

Total project estimated cost with all requirements and complete Wish House Total **\$32,781,549.73**



SEOPW Board of Commissioners Meeting
November 16, 2023

**SOUTHEAST OVERTOWN/PARK WEST
COMMUNITY REDEVELOPMENT AGENCY
INTER-OFFICE MEMORANDUM**

To: Board Chair Christine King and Members of the CRA Board Date: November 8, 2023 File: 15057



From: James McQueen
Executive Director

Subject: Second Amendment to the Amended and Restated Miami Worldcenter Economic Incentive Agreement

Enclosures: File # 15057 - Exhibit A

BACKGROUND:

A Resolution of the Board of Commissioners of the Southeast Overtown/Park West Community Redevelopment Agency (“SEOPW CRA”), with attachment(s) on November 16, 2020, the SEOPW CRA unanimously adopted a resolution CRA-R-20-0026 authorizing the execution of a First Amendment to the Amended and Restated Miami Worldcenter Economic Incentive Agreement (the “Agreement”), which Agreement modified the terms for the payment of authorized Incentive Payment to the Incentive Payment Administrator. The project developers have substantially advanced the redevelopment goals of the project and have already completed approximately \$850 million of taxable improvements on the Property, with approximately another \$1.5 billion of improvements presently under construction. The SEOPW CRA seeks authorization to enter into a Second Amendment to the Amended and Restated Miami Worldcenter Economic Incentive Agreement (the “Second Amendment”), in substantially the form attached and incorporated as Exhibit “A”.

JUSTIFICATION:

The Plan, in pertinent part, provides that in order to “address and improve neighborhood economy and expand economic opportunities of present and future residents and businesses [,] [it] is necessary to] support and enhance existing businesses and...attract new businesses that provide needed services and economic opportunities...” as a stated redevelopment principle.

The Plan, in pertinent part, lists the “create[ion] of] jobs within the community” and “improving quality of life for residents” as stated redevelopment goals.

The Plan, in pertinent part, further provides that “employment opportunities be made available to existing residents...” as a stated redevelopment principle.

FACT SHEET:

Company name: Miami Worldcenter Holdings, LLC, a Delaware limited liability company

Scope of work or services (Summary): The project developers have substantially advanced the redevelopment goals of the project and have already completed approximately \$850 million of taxable improvements on the Property with approximately another \$1.5 billion of improvements presently under construction.

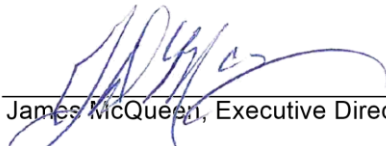
**AGENDA ITEM
FINANCIAL INFORMATION FORM**

SEOPW CRA

CRA Board Meeting Date: **November 16, 2023**

CRA Section:

Approved by:



James McQueen, Executive Director 11/8/2023

Approval:



Miguel A Valentin, Finance Officer 11/8/2023



Southeast Overtown/Park West Community Redevelopment Agency

File Type: CRA Resolution

Enactment Number:

File Number: 15057

Final Action Date:

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY, WITH ATTACHMENT(S), AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE AN AMENDMENT TO THE FIRST AMENDMENT TO THE AMENDED AND RESTATED MIAMI WORLDCENTER ECONOMIC INCENTIVE AGREEMENT, IN SUBSTANTIALLY THE ATTACHED FORM; AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE ANY AND ALL DOCUMENTS REQUIRED TO CONSUMMATE THE AMENDMENT IN A FINAL FORM ACCEPTABLE TO THE EXECUTIVE DIRECTOR.

WHEREAS, the Southeast Overtown/Park West Community Redevelopment Agency (“CRA”) is a community redevelopment agency created pursuant to Chapter 163, Florida Statutes, and is responsible for carrying out community redevelopment activities and projects within its Redevelopment Area in accordance with the 2018 Southeast Overtown/Park West Redevelopment Plan Update (“Plan”); and

WHEREAS, the Plan, in pertinent part, provides that in order to “address and improve neighborhood economy and expand economic opportunities of present and future residents and businesses, it is necessary to support and enhance existing businesses and...attract new businesses that provide needed services and economic opportunities...” as a stated redevelopment principle; and

WHEREAS, the Plan, in pertinent part, lists the “create[ion] of] jobs within the community” and “improving quality of life for residents” as stated redevelopment goals; and

WHEREAS, the Plan, in pertinent part, further provides that “employment opportunities be made available to existing residents...” as a stated redevelopment principle; and

WHEREAS, on November 16, 2020, the CRA Board of Commissioners (“Board”) unanimously adopted a resolution authorizing the execution of a First Amendment to the Amended and Restated Miami Worldcenter Economic Incentive Agreement (the “Agreement”), which Agreement modified the terms for the payment of authorized Incentive Payment to the Incentive Payment Administrator; and

WHEREAS, the project developers have substantially advanced the redevelopment goals of the project and have already completed approximately \$850 million of taxable improvements on the Property with approximately another \$1.5 billion of improvements presently under construction; and

WHEREAS, the CRA seeks authorization to enter into a Second Amendment to the Amended and Restated Miami Worldcenter Economic Incentive Agreement (the “Second Amendment”), in substantially the form attached in Exhibit “A”;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MIAMI, FLORIDA:

Section 1. The recitals and findings contained in the Preamble to this Resolution are adopted by reference and incorporated herein as if fully set forth in this Section.

Section 2. The Board of Commissioners hereby authorizes the Executive Director to execute an amendment to the First Amendment to the Amended and Restated Miami Worldcenter Economic Incentive Agreement, in substantially the form attached hereto in Exhibit "A."

Section 3. The Executive Director is authorized to negotiate and execute an agreement, including any and all necessary documents, and all-in forms acceptable to the General Counsel, to consummate the transaction.

Section 4. Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent may be authorized by the Executive Director, or the Executive Director's designee, without need of public hearing, by filing a corrected copy of same with the City of Miami City Clerk.

Section 5. This Resolution shall become effective immediately upon its adoption.

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:


Vincent T. Brown, Staff Counsel 11/8/2023

EXHIBIT "A"

**SECOND AMENDMENT TO THE AMENDED AND RESTATED
MIAMI WORLDCENTER ECONOMIC INCENTIVE AGREEMENT**

**SECOND AMENDMENT TO THE AMENDED AND RESTATED
MIAMI WORLDCENTER ECONOMIC INCENTIVE AGREEMENT**

THIS SECOND AMENDMENT TO THE FIRST AMENDED AND RESTATED MIAMI WORLDCENTER ECONOMIC INCENTIVE AGREEMENT (this “Amendment”) is made as of the ____ day of _____, 2023 (the “Effective Date”) by and between the SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY, a public agency and body corporate created pursuant to Section 163.356, Florida Statutes (the “CRA”); and MIAMI WORLDCENTER HOLDINGS, LLC, a Delaware limited liability company (“MWC Holdings”); and is joined by 55 NE 6th ACQUISITION LLC, a Delaware limited liability company, and 61 NE 9TH STREET, LLC, a Delaware limited liability company, (together, the “Joining Landowners”) for the purposes herein set forth.

RECITALS:

A. MWC, as Incentive Payment Administrator under Section 4.2.3, and the CRA entered into that certain Amended and Restated Miami Worldcenter Economic Incentive Agreement which was recorded February 24, 2017, in Official Records Book 30433, at Page 4958 of the Public Records of Miami-Dade County, Florida (the “Original Agreement”), as amended by that certain First Amendment to the Amended and Restated Miami Worldcenter Economic Incentive Agreement which was recorded November 11, 2021, in Official Records Book 32850, at Page 4845 of the Public Records of Miami-Dade County, Florida (the “First Amendment” and together with the Original Agreement, the “Agreement”).

B. The Landowners have substantially advanced the Project completing various Improvements to the Property representing over \$825 million in taxable value to date.

C. The Landowners (including the Joining Landowners for purposes of this Amendment) are presently constructing additional Improvements to the Property representing approximately \$1.8 billion in future taxable value and are planning the future construction of additional Improvements to the Property representing an additional \$3 billion in taxable value, all of which when completed will exceed the estimated taxable value set forth in Exhibit “B” of the Original Agreement by more than threefold.

D. MWC and CRA wish to modify certain terms the Agreement as herein provided for *inter alia* to include within the definition of “Property” under the Agreement those certain parcels of land owned in fee by the Joining Landowners and more particularly described on Exhibit “A” attached hereto and made a part hereof.

NOW, THEREFORE, in consideration of the receipt of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, MWC Holdings and the CRA (with the joinder of the Joining Landowners) hereby agree as follows:

1. RECITALS. The Recitals to this Amendment are true and correct and incorporated herein by reference and made part hereof.

2. DEFINED TERMS.

A. All terms not defined in this Amendment shall have the meaning ascribed to said terms in the Agreement.

B. The term “Completion Date” shall have the meaning ascribed to such term in paragraph 4.2.2 of this Amendment.

C. The term “Landowners” shall mean the Landowners as described under the Agreement and, in addition, 55 NE 6th Acquisition LLC, a Delaware limited liability company (“55 Acquisition”), and 61 NE 9TH STREET, LLC, a Delaware limited liability company (“61 NE 9th Street”).

D. The term “Project,” as described under the Agreement, shall be revised to mean any and all Improvements that may be constructed on the Property from time to time.

E. The following terms defined in the Agreement shall be deleted: (i) paragraph 2.47 “Phase”; (ii) paragraph 2.48 “Phase I”; (iii) paragraph 2.49 “Phase II”; and (iv) paragraph 2.50 “Phase I Completion”.

3. PUBLIC BENEFIT COMMITMENTS. Section 3.1.5 of the Agreement is hereby amended and restated in its entirety to read as follows:

“3.1.5 Retail Opportunities at Project. As a further inducement for the CRA to enter into this Agreement, Landowners of those tracts constituting part of the Project shall use commercially reasonable efforts to work with the CRA to situate not less than a total of two (2) CRA-supported, restaurant or retail concept tenants within the retail spaces forming part of the Project on terms mutually agreeable to both the Landowners and the CRA. Such prospective tenant shall be subject to the same qualifications and standards as any other retail tenant within the Project, but such Landowner shall provide such prospective tenants with a rent concession of twenty percent (20%) off the then applicable market rent for similar space for the term of such lease.”

4. DEVELOPMENT INCENTIVE. Section 4.1, Section 4.2, Section 4.2.1, and Section 4.2.2 of the Agreement are hereby amended and restated in its entirety to read as follows:

“4.1 Development of Project. Master Developer anticipates that the Project shall be constructed as individual Improvements on the Property. Master Developer further anticipates that the assessed value of the Improvements on the Property will exceed Two Billion and No/100 Dollars (\$2,000,000,000.00) (the “Anticipated Development Value”). Master Developer estimates that the Anticipated Development Value will generate approximately Twenty-Three Million and No/100 Dollars (\$23,000,000.00) in the aggregate in Incremental TIF for the entirety of the Project.

Landowners and Incentive Payment Administrator each acknowledge and agree that they bear the entire risk under this Agreement if the Project is valued at less than the Anticipated Development Value and/or is not developed within the time frame anticipated by the Master Developer resulting in the share of the Incremental TIF payable to the CRA pursuant to this Agreement being less than anticipated by Master Developer. Landowners (for themselves and on behalf of their successors and assigns), and the Incentive Payment Administrator, acknowledges and agrees that the CRA shall have no liability to the Landowners and Incentive Payment Administrator if the Anticipated Development Value as estimated by the Master Developer and Landowners prove to be inaccurate, the same shall not relieve Landowners and Incentive Payment Administrator of their respective obligations pursuant to this Agreement.

4.2 Development Incentive. Subject to CRA Approval, City Approval and County Approval, and starting after Substantial Completion of any Improvement on the Property, the CRA agrees to pay to the Incentive Payment Administrator a percentage of the Incremental TIF as follows:

4.2.1 Payment of Incremental TIF. On an annual basis for each calendar year during the Term, commencing after the Base Year and after Substantial Completion of any Improvement on the Property, the CRA shall pay to the Incentive Payment Administrator an incentive payment equal to Fifty-Seven Percent (57%) of the Incremental TIF (the “Incentive Payment”). All Incentive Payments shall be due and payable within thirty (30) days of the CRA’s receipt of the Incremental TIF.

4.2.2 Reduction to Incentive Payment. In the event that Improvements to the Property completed by the Landowners have not achieved the Anticipated Development Value by January 31, 2031 (hereinafter, the “Completion Date”), then the Incentive Payment for Improvements to the Property completed after the Completion Date (but only the Incentive Payment for such Improvements) shall be subject to the following reductions: (i) by ten percent (10%) if the Anticipated Development Value has not been achieved by January 31, 2031 but is achieved by January 31, 2032; (ii) by twenty percent (20%) if the Anticipated Development Value is not achieved by January 31, 2032 but is achieved by January 31, 2033; and (iii) by thirty percent (30%) if the Anticipated Development Value is not achieved by January 31, 2033 but is achieved by January 31, 2034. If the Anticipated Development Value is not achieved by January 31, 2034, then any and all Improvements to the Project completed thereafter (but only such Improvements) shall not be entitled to any Incremental TIF.”

5. JOINING LANDOWNERS. By signature below, each of 55 Acquisition and 61 NE 9th Street agrees to subject the parcel(s) in fee owned by such Joining Landowner (and more fully described in Section 5 hereof) to the terms and conditions of the Agreement as hereby amended.

6. LEGAL DESCRIPTION OF PROPERTY. Exhibit “A” to the Agreement is hereby amended to include the following additional parcels:

The Land owned as of the date hereof by 55 Acquisition, being:

Block 58 – South of FEC R.O.W. (Folio No. 01-0105-080-1090)

The South 120 feet of Lot 15, Block 58, NORTH CITY OF MIAMI, according to the plat thereof, as recorded in Plat Book B, Page 41, of the Public Records of Miami-Dade County, Florida.

Block 58 – South of FEC R.O.W. (Folio No. 01-0105-080-1100)

The South 120 feet of Lots 16 & 17, Block 58, NORTH CITY OF MIAMI, according to the plat thereof, as recorded in Plat Book B, Page 41, of the Public Records of Miami-Dade County, Florida.

Block 58 – South of FEC R.O.W. (Folio No. 01-0105-080-1110)

The South 120 feet of Lot 18, Block 58, NORTH CITY OF MIAMI, according to the plat thereof, as recorded in Plat Book B, Page 41, of the Public Records of Miami-Dade County, Florida.”

The Land owned as of the date hereof by 61 NE 9th Street, being:

Parcel K-11.5 (Folio No. 01-0102-030-1190)

Lot 18, in Block 23, of NORTH CITY OF MIAMI, according to the Plat thereof, as recorded in Plat Book “B,” at Page 41 of the Public Records of Miami-Dade County, Florida.

The following parcels shall be removed from Exhibit “A” to the Agreement:

“Parcel H-1 (Folio No. 01-0101-080-1010)

The North 125 feet of Lots 1 and 2, Block 18 North, City of Miami, according to the plat thereof, as recorded in Plat Book B, at Page 41 of the Public Records of Miami-Dade County, Florida, LESS the east 10 feet of Lot 1.

Parcel H-2 (Portion of Folio No. 01-0101-080-1011)

The South 25 feet of Lots 1 through 5, the North 12.5 feet of Lot 15, the North 25 feet of Lot 16, and the North 12.5 feet of Lots 19 and 20, Block 18 North, City of Miami, according to the plat thereof, as recorded in Plat Book B, at Page 41 of the Public Records of Miami-Dade County, Florida.”

7. REPRESENTATION OF LANDOWNERS. Each Joining Landowner makes the following representations to the CRA as follows:

6.1 Such Landowner is a limited liability company, duly organized and validly existing under the laws of its state of formation and has full power and capacity to own its properties, to carry on its business as presently conducted, and to enter into the transactions contemplated by the Agreement, as hereby amended.

6.2 Such Landowner’s execution, delivery and performance of this Amendment has been duly authorized by all necessary company actions and does not conflict with or constitute

a default under any indenture, agreement or instrument to which such Landowner is a party or by which it may be bound.

6.3 This Amendment constitutes the valid and binding obligation of such Landowner, enforceable against such Landowners in accordance with its terms, subject to bankruptcy, insolvency and other similar laws affecting the rights of creditors generally.

6.4 Such Landowner owns fee simple title to all of the real properties described in Section 5 of this Amendment as being owned by such Landowner.

8. REPRESENTATIONS OF INCENTIVE PAYMENT ADMINISTRATOR. MWC Holdings makes the following representations to the CRA:

8.1 MWC Holdings is a limited liability company duly organized and validly existing under the laws of its state of formation and has full power and capacity to own its properties, to carry on its business as presently conducted, and to enter into the transactions contemplated by this Amendment.

8.2 MWC Holdings' execution, delivery and performance of this Amendment has been duly authorized by all necessary company actions and does not conflict with or constitute a default under any indenture, agreement or instrument to which such entity is a party or by which it may be bound.

8.3 This Amendment constitutes the valid and binding obligations of MWC Holdings, enforceable against MWC Holdings in accordance with its terms, subject to bankruptcy, insolvency and other similar laws affecting the rights of creditors generally.

9. REPRESENTATIONS OF THE CRA. The CRA makes the following representations to the Landowners and MWC Holdings:

9.1 The CRA is duly organized and validly existing under the laws of its state of formation and has full power and capacity to own its properties, to carry on their business as presently conducted, and to enter into the transactions contemplated by this Amendment.

9.2 The CRA's execution, delivery and performance of this Amendment has been duly authorized by all necessary company actions and does not conflict with or constitute a default under any indenture, agreement or instrument to which such entity is a party or by which it may be bound.

9.3 This Amendment constitutes the valid and binding obligations of the CRA, enforceable against the CRA in accordance with its terms, subject to bankruptcy, insolvency and other similar laws affecting the rights of creditors generally.

10. Governing Law. This Amendment shall be governed and construed in accordance with the laws of the State of Florida.

11. Counterparts; Facsimile. This Second Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to constitute one and the same agreement.

12. Successors and Assigns. This Second Amendment shall be binding upon, and shall inure to the benefit of the Joining Landowners, MWC Holdings and the CRA, and their respective legal representatives, successors in interest and permitted assigns.

13. No Other Changes & Ratification. Except as modified by this Second Amendment, the Agreement, the Amendment and all the covenants, agreements, terms, provisions and conditions thereof shall remain in full force and effect and hereby ratified and affirmed. The parties agree that this Second Amendment constitutes the full and complete understanding of the parties with respect to desired modifications to the Agreement, as modified by the Amendment and this Second Amendment, are ratified, reaffirmed, and shall remain in full force and effect.

[SIGNATURE PAGES TO FOLLOW]

**SOUTHEAST OVERTOWN/PARK WEST
COMMUNITY REDEVELOPMENT AGENCY
INTER-OFFICE MEMORANDUM**

To: Board Chair Christine King and Members of the CRA Board Date: November 8, 2023 File: 15058

Subject: Block 55 Residential, LP, Miami
Forever Bond Loan



From: James McQueen
Executive Director

Enclosures: File # 15058 - Backup

BACKGROUND:

A Resolution of the Board of Commissioners of the Southeast Overtown/Park West Community Redevelopment Agency (“SEOPW CRA”), Block 55 Residential, LP (“Block 55”) is the owner of that certain a 3.44 acre land parcel located at 249 NW 6th Street, Miami, FL (Folio#: 01-0105-050-1120) (the “Property”) and is developing, on a portion of the Property, an affordable housing community consisting of 578-residential units (collectively, the “Units”). On or about August 12, 2021, the City of Miami Florida, a municipal corporation of the State of Florida (the “City”) made a loan (the “Loan”) to Block 55 to finance the construction of 289 of the Units (the “Bond Assisted Units”), which Loan is evidenced by that certain Miami Forever Bond Loan Agreement for Block 55 Residential, LP dated as of August 12, 2021 by and between the City and Block 55 (the “Loan Agreement”) and that certain Promissory Note (Miami Forever Bond Funds) for Block 55 Residential, LP in the principal amount of Seven-Million Five Hundred Thousand Dollars and Zero Cents (\$7,500,000.00) (the “Note”) and which Loan is secured by that certain Miami Forever Bond Mortgage and Security Agreement for Sawyer’s Walk recorded in Official Records Book 32702, Page 915 of the Public Records of Miami-Dade County, Florida (the “Mortgage”) and certain other loan documents executed in connection therewith (collectively, the “Loan Documents”). The Bond Assisted Units are subject to that certain Rent Regulatory Agreement for Sawyer’s Walk recorded in Official Records Book 32702, Page 905 of the Public Records of Miami-Dade County, Florida (the “RRA”). The CRA desires to purchase the Loan and receive an assignment of the Loan Agreement, the Note, the Mortgage, the RRA and the other Loan Documents.

JUSTIFICATION:

Section 2, Goal 3, at page 11, of the Plan lists the “creati[on of] infill housing, diversity in housing types, and retaining affordable housing,” as a stated redevelopment goal.

FUNDING:

The Executive Director is hereby authorized to disperse funds, subject to availability of funds, or in the alternative, funding made available from the 2024 bond issuance.

FACT SHEET:

Company name: Block 55 Residential, LP

Purchase loan cost: \$7,500,000.00

Scope of work or services (Summary): The CRA desires to purchase the Loan and receive an assignment of the Loan Agreement, the Note, the Mortgage, the RRA and the other Loan Document.

**AGENDA ITEM
FINANCIAL INFORMATION FORM**

SEOPW CRA

CRA Board Meeting Date: **November 16, 2023**

CRA Section:

Brief description of CRA Agenda Item:

The Executive Director is hereby authorized to disperse funds, subject to availability of funds, or in the alternative, funding made available from the 2024 bond issuance.

Project Number (if applicable):		
YES, there are sufficient funds in Line Item:		
Account Code:	Amount:	
NO (Complete the following source of funds information):		
Amount budgeted in the line item:	\$	
Balance in the line item:	\$	
Amount needed in the line item:	\$	
Sufficient funds will be transferred from the following line items:		
ACTION	ACCOUNT NUMBER	TOTAL
Project No./Index/Minot Object		
From		\$
To		\$
From		\$
To		\$

Comments:
Approved by:



 James McQueen, Executive Director 11/8/2023

Approval:



 Miguel A Valentin, Finance Officer 11/8/2023



Southeast Overtown/Park West Community Redevelopment Agency

File Type: CRA Resolution

Enactment Number:

File Number: 15058

Final Action Date:

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY AUTHORIZING THE PURCHASE OF THAT CERTAIN MIAMI FOREVER BOND LOAN IN THE OUTSTANDING PRINCIPAL AMOUNT OF SEVEN-MILLION FIVE HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$7,500,000.00) MADE BY THE CITY OF MIAMI, FLORIDA TO BLOCK 55 RESIDENTIAL, LP AND THE ASSIGNMENT OF ALL LOAN DOCUMENTS EXECUTED IN CONNECTION WITH SUCH LOAN AND AUTHORIZING THE EXECUTIVE DIRECTOR TO NEGOTIATE AND EXECUTE ALL PURCHASE AND ASSIGNMENT DOCUMENTS IN CONNECTION THEREWITH

WHEREAS, the Southeast Overtown/Park West Community Redevelopment Agency ("CRA") is a community redevelopment agency created pursuant to Chapter 163, Florida Statutes, and is responsible for carrying out community redevelopment activities and projects within its Redevelopment Area in accordance with the 2018 Southeast Overtown/Park West Redevelopment Plan Update ("Plan"); and

WHEREAS, Section 2, Goal 3, at page 11, of the Plan lists the "creati[on of] infill housing, diversity in housing types, and retaining affordable housing," as a stated redevelopment goal; and

WHEREAS, Block 55 Residential, LP ("Block 55") is the owner of that certain a 3.44 acre land parcel located at 249 NW 6th Street, Miami, FL (Folio#: 01-0105-050-1120) (the "Property") and is developing, on a portion of the Property, an affordable housing community consisting of 578-residential units (collectively, the "Units"); and

WHEREAS, on or about August 12, 2021, the City of Miami Florida, a municipal corporation of the State of Florida (the "City") made a loan (the "Loan") to Block 55 to finance the construction of 289 of the Units (the "Bond Assisted Units"), which Loan is evidenced by that certain Miami Forever Bond Loan Agreement for Block 55 Residential, LP dated as of August 12, 2021 by and between the City and Block 55 (the "Loan Agreement") and that certain Promissory Note (Miami Forever Bond Funds) for Block 55 Residential, LP in the principal amount of Seven-Million Five Hundred Thousand Dollars and Zero Cents (\$7,500,000.00) (the "Note") and which Loan is secured by that certain Miami Forever Bond Mortgage and Security Agreement for Sawyer's Walk recorded in Official Records Book 32702, Page 915 of the Public Records of Miami-Dade County, Florida (the "Mortgage") and certain other loan documents executed in connection therewith (collectively, the "Loan Documents");

WHEREAS, the Bond Assisted Units are subject to that certain Rent Regulatory Agreement for Sawyer's Walk recorded in Official Records Book 32702, Page 905 of the Public Records of Miami-Dade County, Florida (the "RRA"); and

WHEREAS, the CRA desires to purchase the Loan and receive an assignment of the Loan Agreement, the Note, the Mortgage, the RRA and the other Loan Documents; and

WHEREAS, the CRA Board Commissioners desire to authorize the Executive Director to negotiate all documents necessary or advisable in connection with the purchase of the Loan and the assignment of the Loan Documents and the RRA, including without limitation, a loan purchase agreement by and between the City and the CRA and assignments of the Loan Agreement, the Note, the Mortgage, the RRA and all other Loan Documents (collectively, the "Purchase and Assignment Documents").

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MIAMI, FLORIDA:

Section 1. The recitals and findings contained in the Preamble to this Resolution are adopted by reference and incorporated herein as if fully set forth in this Section.

Section 2. The Executive Director is hereby authorized to disperse funds, subject to availability of funds, or in the alternative, funding made available from the 2024 bond issuance.

Section 3. The Board of Commissioners hereby authorizes the purchase of the Loan by the CRA and the assignment of the Loan Agreement, Note, Mortgage, RRA and other Loan Documents to the CRA.

Section 4. The Board of Commissioners hereby authorizes the Executive Director to negotiate and execute the Purchase and Assignment Documents on behalf of the CRA.

Section 5. Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent may be authorized by the Executive Director, or the Executive Director's designee, without need of public hearing, by filing a corrected copy of same with the City of Miami City Clerk.

Section 6. This Resolution shall become effective immediately upon its adoption.

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

 Vincent T. Brown, Staff Counsel 11/8/2023

PROMISSORY NOTE (MIAMI FOREVER BOND FUNDS)
FOR BLOCK 55 RESIDENTIAL, LP

Miami, Florida

\$7,500,000.00

August 11, 2021

FOR VALUE RECEIVED the undersigned, **BLOCK 55 RESIDENTIAL, LP**, a Florida limited partnership (hereinafter referred to as the "Maker") at 2901 Florida Avenue, Coconut Grove, FL 33133, promises to pay to the order of the **CITY OF MIAMI**, a Florida municipal corporation (hereinafter referred to as the "Lender"), at 444 S.W. 2nd Avenue, Miami, Florida 33130, or such other location or address as the Lender may direct from time to time, the principal sum of **Seven Million Five Hundred Thousand and 00/100 Dollars (\$7,500,000.00)**, together with interest thereon on funds outstanding as indicated on Attachment 1 hereto.

This Promissory Note evidences a Loan from the Lender to the Maker for construction costs for the real estate development known as Sawyer's Walk, a rental Project, as described more fully in that certain Miami Forever Bond ("Bond") Loan Agreement between the Maker and the Lender of even date herewith (the "Loan Agreement"). All capitalized terms not defined herein shall have the meanings provided in the Loan Agreement and the Exhibits thereto.

This Promissory Note is secured by that certain amended Mortgage and Security Agreement (the "Mortgage") and the other Loan Documents of even date herewith executed in favor of the Lender, relating to real property located at 249 NW 6 Street Miami, Florida 33136 (the "Property").

All sums advanced hereunder together with accrued interest thereon and all other sums due hereunder shall become immediately due and payable, without notice or demand, upon the occurrence of any one or more of the following Events of Default, subject to any applicable cure period as provided in the Loan Documents: (a) the Maker's failure to promptly pay in full any payment of principal or interest due under this Promissory Note; (b) the Maker's failure to pay any insurance premium when due; (c) the dissolution, termination of existence, insolvency of, business failure, appointment of a receiver for any part of the property or assignment for the benefit of creditors by, or the commencement of any proceedings under any bankruptcy or insolvency laws, by or against any maker or guarantor hereof which shall continue beyond any applicable cure period set forth in the Loan Agreement; (d) any uncured breach, following the giving of notice of breach and the expiration of any applicable cure period(s), by the Maker of any of the terms, covenants or conditions set forth in the Loan Agreement, the Mortgage, the Declaration of Restrictive Covenants, or any of the other Loan Documents executed in connection therewith, or any other instrument, document or agreement which secures, collateralizes or otherwise pertains to the Loan evidenced by this Promissory Note; or (e) upon the occurrence of an Event of Default, and the expiration of any applicable cure periods, as provided in the Loan Agreement. Upon the occurrence of any of the foregoing events, and in addition to any other remedies provided in the Loan Agreement, the amount of the Bond Funds disbursed, together with interest accrued thereon at the rate provided herein, and all unpaid fees, charges and other obligations of the Maker due under any of the Loan Documents, shall, at Lender's option, be immediately due and payable.

Any property of any maker or guarantor hereof now or hereafter in the possession of the Lender, may at all times be held and treated as collateral and security for the payment of this Promissory Note and all other indebtedness or liability, direct or indirect, joint or several, absolute or contingent, now existing or hereafter created, acquired or contracted, of the Maker to the Lender.

The Lender may apply or set-off any funds or other sums against said liabilities at any time in the case of the Maker(s), but only with respect to matured liabilities in the case of guarantors.

No delay or omission on the part of the Lender in the exercise of any right hereunder shall operate as a waiver of such right or of any other right under this Promissory Note. A waiver by the Lender of any right or remedy conferred to it hereunder on any one occasion shall not be construed as a bar to, or waiver of, any such right and/or remedy as to any future occasion.

The Maker agrees that in the event each and every of the terms and conditions of this Promissory Note or any instrument which secures or collateralizes the payment of the sums hereunder is not duly performed, complied with, or abided by, subject to applicable notice and cure period(s) set forth in the Loan Agreement, the whole of said indebtedness then outstanding shall thereupon, at the option of the Lender, become immediately due and payable, as provided in the Loan Agreement. If this Promissory Note becomes in default and is placed in the hands of an attorney for collection, then Maker and Lender shall each bear its own respective costs, expenses, and attorney's fees.

The indebtedness evidenced by this Promissory Note is and shall be subordinate in right of payment to the extent and in the manner provided in Subordination Agreement among the Housing Finance Authority of Miami-Dade County, Florida, the Bank of New York Mellon Trust Company, N.A., the City of Miami Florida and Maker (collectively, the "Subordination Agreement"), all recorded in the Public Records of Miami-Dade County. The Mortgage and other documents securing this Promissory Note are and shall be subject and subordinate in all respects to the liens, terms, covenants and conditions as more fully set forth in the Subordination Agreements, if any, and Permitted Senior Financing, as defined in the Loan Agreement. The rights and remedies of the lender and each subsequent holder of this Promissory Note under the Mortgage securing this Promissory Note are subject to the restrictions and limitations set forth in the Subordination Agreement and the Loan Agreement. Each subsequent holder of this Promissory Note shall be deemed, by virtue of such holder's acquisition of this Promissory Note, to have agreed to perform and observe all of the terms, covenants and conditions to be performed or observed by the Subordinate Lender under the Subordination Agreement.

The Maker and all persons now or hereafter becoming obligated or liable for the payment hereof, do jointly and severally waive demand, notice of non-payment, protest, notice of dishonor and presentment.

The Maker does not intend or expect to pay, nor does the Lender intend or expect to charge, collect or accept, any interest greater than the highest legal rate of interest which may be charged under any applicable law. Should the acceleration hereof or any charges made hereunder result in the computation or earning of interest in excess of such legal rate, any and all such excess shall be and the same is hereby waived by the Lender, and any such excess shall be credited by the Lender to the balance hereof.

Each Maker, endorser, or any other person, firm or corporation now or hereafter becoming liable for the payment of the Loan evidenced by this Promissory Note, hereby consents to any renewals, extensions, modifications, releases of security or any indulgence shown to or any dealings between the Lender and any party now or hereafter obligated hereunder, without notice, and jointly and severally agree that they shall remain liable hereunder notwithstanding any such renewals, extensions, modifications or indulgences, until the debt evidenced hereby is fully paid.

The Maker agrees to pay a late charge equal to ten percent (10.0%) of each payment of principal and/or interest which is not paid within five (5) days of the date on which it is due. In the event that any payment is returned on account of insufficient or uncollected funds, the Maker shall additionally be liable for a return check charge of five percent (5.0%) of the amount of the check and Lender may require that all future payments be made by cashier's check.

Any payment of principal and/or interest due under this Promissory Note which is not promptly paid on the date such payment becomes due, shall bear interest at the highest rate allowable by law ("Default Rate") commencing on the date immediately following the day upon which the payment was due. Upon the occurrence of any event of default as defined herein or an Event of Default as defined in the Loan Agreement, and the expiration of any applicable cure period(s), all sums outstanding under this Promissory Note shall thereon immediately bear interest at the Default Rate from the date of disbursement, without notice to the Maker or any guarantor or endorser of this Promissory Note, and without any affirmative action or declaration on the part of the Lender.

In the event of the sale of Project or the Property in violation of the requirements set forth in the Agreement, all sums outstanding under this Promissory Note shall bear interest at the highest rate allowable by law from the date of disbursement, without notice to the Maker or any guarantor or endorser of this Promissory Note, and without any affirmative action or declaration on the part of the Lender.

This Promissory Note shall be construed and enforced according to the laws of the State of Florida, excluding all principles of choice of laws, conflict of laws or comity. Any action pursuant to a dispute under this Promissory Note must be brought in Miami-Dade County and no other venue. All meetings to resolve said dispute, including voluntary arbitration, mediation, or other alternative dispute resolution mechanism, will take place in this venue. The parties both waive any defense that venue in Miami-Dade County is not convenient.

This Promissory Note shall not be changed, modified, terminated, or discharged, in whole or in part, except by an instrument in writing signed by both parties hereto, or their respective successors or assignees.

Except as provided in the Loan Documents, this Promissory Note is a non-recourse obligation of the Maker and its partners and neither Maker nor its partners have personal liability for repayment of the Loan.

THE MAKER OF THIS PROMISSORY NOTE HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED HEREON OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS PROMISSORY NOTE OR ANY LOAN DOCUMENT(S) EXECUTED IN CONNECTION HERewith, OR THE FINANCING CONTEMPLATED HEREBY, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR THE ACTIONS OF ANY PARTY HERETO. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE LENDER EXTENDING THE LOAN EVIDENCED BY THIS PROMISSORY NOTE.

[Signature Page Follows]

IN WITNESS WHEREOF, the Maker has hereunto set its hand and seal the day and year first above written.

WITNESSES:

Deborah Milne
Print Name: Deborah Milne

[Signature]
Print Name: Greg Miller

MAKER'S ADDRESS:
2901 FLORIDA AVENUE
COCONUT GROVE, FL 33133

**MAKER: Block 55 Residential, LP,
a Florida limited partnership**

By: Pacific Southwest Community
Development Corporation, a California
nonprofit public benefit corporation, its
general partner

By: [Signature]
Print Name: Robert W. Laing
Title: President/Executive Director
Date: _____

Attachment: File # 15058 - Backup (15058 : Block 55 Residential, LP, Miami Forever Bond Loan)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of SAN DIEGO)

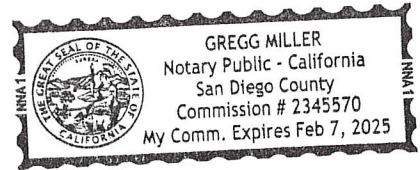
On AUG 2, 2021 before _____ me,
GREGG MILLER NOTARY PUBLIC
(insert name and title of the officer)

personally appeared ROBERT W. LAING,
who proved to me on the basis of satisfactory evidence to be the person(s) whose
name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature] (Seal)



Attachment: File # 15058 - Backup (15058 : Block 55 Residential, LP, Miami Forever Bond Loan)

Attachment 1
Sawyer's Walk at 249 NW 6 Street Miami, Florida 33136

Payment of Principal, Interest, and all other charges, expenses, and fees set forth in the Loan Documents shall be deferred and no payments of Principal and Interest shall be due until the end of the Affordability Period (as defined in the Loan Agreement). Interest on Principal outstanding shall accrue as follows:

The Principal of this Promissory Note shall bear zero percent (0%) from the Effective Date until the Close-Out of the Project. Upon the Close-Out of the Project, the loan will bear interest at the rate of three percent (3%) per annum simple interest only, with the entire principal balance and any accrued and unpaid interest and other charges due at the end of the Affordability Period.

If during the Affordability Period any Bond Assisted Unit fails to comply, beyond any applicable cure period, with the affordability requirements of the applicable funding source, the Agreement and/or the other Loan Documents, the Maker shall repay to the Lender all funds received by the Maker pursuant to this Agreement, all unpaid interest accrued thereon, and all unpaid fees, charges and other obligations of the Maker due under any of the Loan Documents.

**RESOLUTION OF BOARD OF DIRECTORS OF
PACIFIC SOUTHWEST COMMUNITY DEVELOPMENT CORPORATION**

(Sawyer's Walk)

The Board of Directors of PACIFIC SOUTHWEST COMMUNITY DEVELOPMENT CORPORATION, a California nonprofit public benefit corporation (the "**Corporation**") , hereby held a meeting of the Corporations Board of Directors on July 29, 2021 and following the establishment of a quorum, the Board of Directors, acted as follows: adopt the following resolutions effective as of July 29, 2020.

WHEREAS, The Corporation) is a California nonprofit public benefit corporation, and is qualified under Internal Revenue Code Section 501(c)(3).

WHEREAS, the Corporation is the sole general partner of Block 55 Residential, LP, a Florida limited partnership (the "**Partnership**").

WHEREAS, the Corporation deems it to be in the best interests of and consistent with the charitable purposes of the Corporation to consummate and to cause the Corporation to consummate the following respective transactions (collectively, the "**Transactions**").

1. Enter into that certain Amended and Restated Agreement of Limited Partnership of the Partnership together with: Block 55 Owner, LLC a Florida limited liability company, R4 SLFL Acquisition LLC, a Delaware limited liability company, as the investor limited partner of the Partnership (the "**Investor Limited Partner**"), and SG Manager, LLC, a Florida limited liability company, as the withdrawing general partner;

2. The Partnership's acquisition, development, ownership, maintenance, and operation as an affordable housing project to be located at 249 NW 6th Street, Miami, Miami-Dade County, Florida and to be known as Sawyer's Walk (collectively, the "**Project**"); and

3. The Partnership's financing of the acquisition and development of the Project is to be accomplished using the following sources (collectively, the "**Sources**"):

a. (i) \$150,000,000.00 Housing Finance Authority of Miami-Dade County, Florida Multifamily Housing Revenue Bonds (Sawyer's Walk), Series 2021A; (ii) \$17,500,000.00 Housing Finance Authority of Miami-Dade County, Florida Multifamily Housing Revenue Bonds (Sawyer's Walk), Series 2021B; and (iii) \$32,500,000.00 Block 55 Residential, LP Taxable Multifamily Housing Revenue Notes (Sawyer's Walk), Series 2021; all of which will be secured by a mortgage to be recorded against the Project;

b. a loan (to be secured by a mortgage to be recorded against the Project) in the approximate amount of \$7,500,000.00 from City of Miami (the "**City Loan**"); and

c. an equity contribution from the Limited Partners in the approximate amount of \$75,048,000.00, in exchange for low income housing tax credits.

WHEREAS, the Corporation is required to execute various documents relating to the Transactions.

NOW, THEREFORE BE IT RESOLVED as follows:

1. In order to consummate the Transactions, Robert W. Laing, in his capacity as the President/Executive Director, and Juan P. Arroyo, in his capacity as the Vice President of the Corporation, which is the general partner of the Partnership (each an “**Authorized Representative**”) are, and each acting alone is, hereby authorized, directed and empowered to: execute and deliver in the name of the Corporation and/or as the general partner of the Partnership, such documents as either of the Authorized Representatives may approve, including, without limitation: purchase and sale agreements, agreements, notes, loan agreements, reimbursement agreements, deeds of trust, pledges, security agreements, regulatory agreements, subordination agreements, partnership agreements, development agreements, assumption agreements, assignments, indemnities, guaranties, interest rate swap or hedge agreements, disclosure statements, receipts, instructions, certificates, authorizations, acknowledgements, and other documents relating to the Transactions (collectively, the “**Documents**”), such approval to be conclusively (but not exclusively) evidenced by the execution thereof by an Authorized Representative.

2. The Authorized Representatives are, and each acting alone is, authorized to make such changes to the Documents as they approve, such approval to be conclusively (but not exclusively) evidenced by any of their execution thereof.

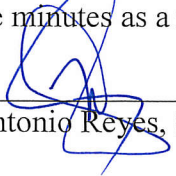
3. The authority given hereunder shall be deemed retroactive. Any actions authorized herein and performed prior to the date of this written consent are hereby ratified, confirmed and approved.

4. The Authorized Representatives are, and each acting alone is, hereby authorized to take such further actions (including, without limitation, the payment of costs, fees, expenses and other amounts) as they deem appropriate to consummate the Transactions or perform the Corporation’s and the Partnership’s obligations under any of the Documents.

5. If lenders, sellers, escrow, title or investors request other forms of board resolutions, Interested Party drafted resolutions shall control over any conflict with the resolutions contained herein. The Corporation is fully authorized and its officers are empowered to cause the Corporation to perform its obligations contemplated under the Documents and to which the Partnership or the Corporation are a party.

[Signature Page to Follow]

IN WITNESS WHEREOF, the undersigned Secretary of the Corporation does hereby sign these minutes as a record of the meeting.



Marco Antonio Reyes, Secretary

Attachment: File # 15058 - Backup (15058 : Block 55 Residential, LP, Miami Forever Bond Loan)

**PACIFIC SOUTHWEST COMMUNITY DEVELOPMENT CORPORATION,
a California nonprofit public benefit corporation**

SECRETARY’S CERTIFICATE

I, Marco A. Reyes, Secretary of Pacific Southwest Community Development Corporation, a California nonprofit public benefit corporation (the “**Corporation**”), hereby certify as of the date of my signature below, that attached hereto is a true, correct and complete copy of the resolutions of the Board of Directors of the Corporation adopted at a meeting of the Board of Directors of the Corporation, which was held telephonically on July __, 2021 and at which a quorum of the Board of Directors was established; such resolutions have not been substantively amended, modified or rescinded and remain in full force and effect; and such resolutions shall govern in case of conflict with any prior resolutions of the Corporation’s Board of Directors relating to the transactions described therein.

IN WITNESS WHEREOF, I have hereunto signed my name.

Dated: 7/29, 2021

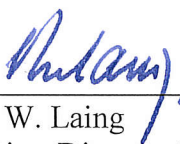


Marco A. Reyes
Secretary

I, Robert W. Laing, Executive Director/President of the Corporation, hereby certify that Marco A. Reyes is the duly elected, qualified and acting Secretary of the Corporation and that the signature appearing above is his genuine signature.

IN WITNESS WHEREOF, I have hereunto signed my name.

Dated: 7/29, 2021



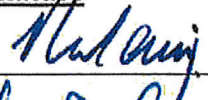
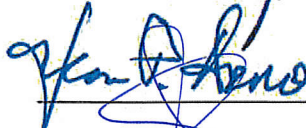

Robert W. Laing
Executive Director/President

Attachment: File # 15058 - Backup (15058 : Block 55 Residential, LP, Miami Forever Bond Loan)

CERTIFICATE

The undersigned, as an officer of Pacific Southwest Community Development Corporation, a California nonprofit public benefit corporation (the "Corporation"), as general partner of **Block 55 Residential, LP**, a Florida limited partnership (the "Partnership"), does hereby certify that:

- (a) the Certificate of Limited Partnership, as amended, of the Partnership, true, correct and complete copies of which are attached hereto as **Exhibit A**, are currently in full force and effect; and
- (b) the Amended and Restated Agreement of Limited Partnership of the Partnership, a true, correct and complete copy of which is attached hereto as **Exhibit B**, are currently in full force and effect; and
- (c) attached hereto as **Exhibit C** is a true, correct and complete copy of that certain Partnership Certificate of Authority (existing partners) and that certain Partnership Certificate of Authority (investment partners) of the Partnership; such authorization has not been amended, rescinded or revoked and remains in full force and effect on the date hereof; and
- (d) attached hereto as **Exhibit D** is a Certificate of Good Standing issued by the Florida Department of State for the Partnership; and
- (e) As of the date hereof, the person(s) named below are duly elected officers of the Corporation, as general partner of the Partnership, holding the offices as shown, and the respective signature set forth opposite their names are the genuine and originals of each respectively:

<u>Name</u>	<u>Title</u>	<u>Signature</u>
Robert W. Laing	Executive Director/ President	
Juan P. Arroyo	Executive Vice President	
Marco Antonio Reyes	Secretary	

Dated as of the 29 day of July, 2021.

[SIGNATURES CONTAINED ON FOLLOWING PAGE]

Attachment: File # 15058 - Backup (15058 : Block 55 Residential, LP, Miami Forever Bond Loan)

SEOPW Board of Commissioners Meeting
November 16, 2023

SOUTHEAST OVERTOWN/PARK WEST
COMMUNITY REDEVELOPMENT AGENCY
INTER-OFFICE MEMORANDUM

To: Board Chair Christine King and Members of the CRA Board Date: November 8, 2023 File: 15059

Subject: Sandra Hapuarachchi Case No.
2019-008650-CA-01



From: James McQueen
Executive Director

Enclosures: File # 15059 - Backup

BACKGROUND:

A Resolution of the Board of Commissioners of the Southeast Overtown/Park West Community Redevelopment Agency (“SEOPW CRA”), on or about June 3rd, 2015, and during which Sandra Hapuarachchi (“Releasor”) was allegedly injured, and as a consequence of which suit was filed in the Circuit Court in and for Miami-Dade County, Case No. 2019-008650-CA-01. The parking lot located at or near 663 N.W. 1st Court, Miami, Florida, on or about June 3rd, 2015, and during which the Releasor was allegedly injured (the “incident”). The Releasor is of full age, under no legal disability and is competent to attest to these matters. The SEOPW CRA its current and former departments, officers, agents, servants, and employees, its contractors, lessees, and any other person, firm or corporation charged or chargeable with responsibility or liability, their respective heirs, representatives and assigns (collectively the “Releasees”), from any and all claims, demands, causes of action, whether in the nature of subrogation or otherwise, arising from any act or occurrence from the beginning of time through the present, and particularly on account of all personal injury, survival, or death, disability, property damage, costs, loss of services and consortium, expenses, attorney’s fees, compensation, deprivation of any kind already sustained or that may hereafter be sustained, including reputation or civil rights, on account of, or in any way growing out of, an incident occurring at the incident.

The Releasor has not been influenced in any manner, or to any extent, in making the Release of All Claims (“Release”) by any representations or statements regarding damages, or regarding any other matters, by the Releasees, or by any person or attorney(s) representing them, or any of them individually, or by anyone employed by them. The Releasor of the sum of Fifty-Five Thousand Dollars and Zero Cents (\$55,000.00), release and forever discharge collectively the Releasees.

FUNDING:

\$55,000.00 allocated from Other Current Charges and Obligations Account No.
10050.920101.549000.0000.00000.

FACT SHEET:

Name: Sandra Hapuarachchi

Incident address: 663 N.W. 1st Court, Miami, Florida

Payment: \$55,000.00

Summary: Sandra Hapuarachchi was allegedly injured, and as a consequence of which suit was filed in the Circuit Court in and for Miami-Dade County, Case No. 2019-008650-CA-01. The parking lot located at or near 663 N.W. 1st Court, Miami, Florida, on or about June 3rd, 2015, and during which the Releasor was allegedly injured.

**AGENDA ITEM
FINANCIAL INFORMATION FORM**

SEOPW CRA

CRA Board Meeting Date: **November 16, 2023**

CRA Section:

Brief description of CRA Agenda Item:

Authorizing the Executive Director to disperse funds in the amount of \$55,000.00 in full and complete settlement of any claims for attorney's fees.

Project Number (if applicable):		
YES, there are sufficient funds in Line Item:		
Account Code: <u>10050.920101.549000.0000.00000</u> Amount: <u>\$55,000.00</u>		
NO (Complete the following source of funds information):		
Amount budgeted in the line item:		\$
Balance in the line item:		\$
Amount needed in the line item:		\$
Sufficient funds will be transferred from the following line items:		
ACTION	ACCOUNT NUMBER	TOTAL
Project No./Index/Minot Object		
From		\$
To		\$
From		\$
To		\$

Comments:
Approved by:



 James McQueen, Executive Director 11/8/2023

Approval:



 Miguel A Valentin, Finance Officer 11/8/2023



Southeast Overtown/Park West Community Redevelopment Agency

File Type: CRA Resolution

Enactment Number:

File Number: 15059

Final Action Date:

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY (“SEOPW CRA”), AUTHORIZING THE EXECUTIVE DIRECTOR TO DISPERSE FUNDS, TO PAY SANDRA HAPUARACHCHI (THE “RELEASOR”) OF THE SUM OF FIFTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$55,000.00), IN FULL AND COMPLETE SETTLEMENT OF ANY AND ALL CLAIMS AND DEMANDS, INCLUDING ALL CLAIMS FOR ATTORNEYS’ FEES, AGAINST THE SEOPW CRA AND ITS CURRENT AND FORMER DEPARTMENTS, OFFICERS, AGENTS, SERVANTS, AND EMPLOYEES, ITS CONTRACTORS, LESSEES, AND ANY OTHER PERSON, FIRM OR CORPORATION CHARGED OR CHARGEABLE WITH RESPONSIBILITY OR LIABILITY, THEIR RESPECTIVE HEIRS, REPRESENTATIVES AND ASSIGNS (COLLECTIVELY THE “RELEASEES”), FROM ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, WHETHER IN THE NATURE OF SUBROGATION OR OTHERWISE, ARISING FROM ANY ACT OR OCCURRENCE FROM THE BEGINNING OF TIME THROUGH THE PRESENT, AND PARTICULARLY ON ACCOUNT OF ALL PERSONAL INJURY, SURVIVAL, OR DEATH, DISABILITY, PROPERTY DAMAGE, COSTS, LOSS OF SERVICES AND CONSORTIUM, EXPENSES, ATTORNEY’S FEES, COMPENSATION, DEPRIVATION OF ANY KIND ALREADY SUSTAINED OR THAT MAY HEREAFTER BE SUSTAINED, INCLUDING REPUTATION OR CIVIL RIGHTS, ON ACCOUNT OF, OR IN ANY WAY GROWING OUT OF, AN INCIDENT OCCURRING AT THE PARKING LOT LOCATED AT OR NEAR 663 N.W. 1ST COURT, MIAMI, FLORIDA, ON OR ABOUT JUNE 3RD, 2015, AND DURING WHICH THE RELEASOR WAS ALLEGEDLY INJURED (THE “INCIDENT”), AND AS A CONSEQUENCE OF WHICH SUIT WAS FILED IN THE CIRCUIT COURT IN AND FOR MIAMI-DADE COUNTY, CASE NO. 2019-008650-CA-01; FURTHER AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE AN AGREEMENT, INCLUDING ANY AND ALL DOCUMENTS NECESSARY, ALL IN FORMS ACCEPTABLE TO THE GENERAL COUNSEL; AND TO EXECUTE THE RELEASE OF ALL CLAIMS (“RELEASE”); PROVIDING FOR INCORPORATION OF RECITALS, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Southeast Overtown/Park West Community Redevelopment Agency (“SEOPW CRA”) is a community redevelopment agency created pursuant to Chapter 163, Florida Statutes, and is responsible for carrying out community redevelopment activities and projects within its redevelopment area in accordance with the 2018 Southeast Overtown/Park West Redevelopment Plan Update (the “Plan”); and

WHEREAS, on or about June 3rd, 2015, and during which Sandra Hapuarachchi (“Releasor”) was allegedly injured, and as a consequence of which suit was filed in the Circuit Court in and for Miami-Dade County, Case No. 2019-008650-CA-01;

WHEREAS, the parking lot located at or near 663 N.W. 1st Court, Miami, Florida, on or about June 3rd, 2015, and during which the Releasor was allegedly injured (the “incident”);

WHEREAS, the Releasor is of full age, under no legal disability and is competent to attest to these matters;

WHEREAS, the SEOPW CRA its current and former departments, officers, agents, servants, and employees, its contractors, lessees, and any other person, firm or corporation charged or chargeable with responsibility or liability, their respective heirs, representatives and assigns (collectively the “Releasees”), from any and all claims, demands, causes of action, whether in the nature of subrogation or otherwise, arising from any act or occurrence from the beginning of time through the present, and particularly on account of all personal injury, survival, or death, disability, property damage, costs, loss of services and consortium, expenses, attorney’s fees, compensation, deprivation of any kind already sustained or that may hereafter be sustained, including reputation or civil rights, on account of, or in any way growing out of, an incident occurring at the incident,

WHEREAS, the Releasor has not been influenced in any manner, or to any extent, in making the Release of All Claims (“Release”) by any representations or statements regarding damages, or regarding any other matters, by the Releasees, or by any person or attorney(s) representing them, or any of them individually, or by anyone employed by them;

WHEREAS, the Releasor of the sum of Fifty-Five Thousand Dollars and Zero Cents (\$55,000.00), release and forever discharge collectively the Releasees;

WHEREAS, the Board of Commissioners authorizing the Executive Director to pay the Releasor in full in an amount not to exceed Fifty-Five Thousand Dollars and Zero Cents (\$55,000.00), execute the Release and complete settlement of any and all claims and demands;

WHEREAS, the Board of Commissioners finds that authorizing this Resolution would further the SEOPW CRA redevelopment goals and objectives; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MIAMI, FLORIDA:

Section 1. The recitals and findings contained in the Preamble to this Resolution are adopted by reference and incorporated herein as if fully set forth in this Section.

Section 2. The Executive Director is hereby authorized to pay the Releasor upon presentation of invoices and satisfactory documentation from the Current Charges and Obligations Account No. 10050.920101.549000.0000.00000, execute the Release and complete settlement of any and all claims and demands;

Section 3. The Executive Director is authorized to negotiate and execute an agreement, including any and all necessary documents, and all-in forms acceptable to the General Counsel, for said purpose.

Section 4. Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent may be authorized by the Executive Director, or the

Executive Director's designee, without need of public hearing, by filing a corrected copy of same with the City of Miami City Clerk.

Section 5. This Resolution shall become effective immediately upon its adoption.

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:


Vincent T. Brown, Staff Counsel 11/8/2023

RELEASE OF ALL CLAIMS

THIS INDENTURE WITNESSETH that in consideration of the payment to **SANDRA HAPUARACHCHI** (DOB: _____; SS#: _____)(the “RELEASOR”) of the sum of FIFTY FIVE THOUSAND AND NO/100 DOLLARS (\$55,000.00), receipt whereof is hereby acknowledged, I, _____, for myself and for my heirs, personal representatives and assigns, release and forever discharge the **SOUTHEAST OVERTOWN PARK WEST REDEVELOPMENT AGENCY (“CRA”)**, its current and former departments, officers, agents, servants, and employees, its contractors, lessees, and any other person, firm or corporation charged or chargeable with responsibility or liability, their respective heirs, representatives and assigns (collectively the “RELEASEES”), from any and all claims, demands, causes of action, whether in the nature of subrogation or otherwise, arising from any act or occurrence from the beginning of time through the present, and particularly on account of all personal injury, survival, or death, disability, property damage, costs, loss of services and consortium, expenses, attorney’s fees, compensation, deprivation of any kind already sustained or that may hereafter be sustained, including reputation or civil rights, on account of, or in any way growing out of, an incident occurring at the parking lot located at or near 663 N.W. 1st Court, Miami, Florida, on or about June 3rd, 2015, and during which the RELEASOR was allegedly injured (the “incident”), and as a consequence of which suit was filed in the Circuit Court in and for Miami-Dade County, Case No. 2019-008650-CA-01.

To procure payment of the said sum, the RELEASOR hereby declares, and covenants as follows:

1. That the RELEASOR is of full age, under no legal disability and is competent to attest to these matters;
2. That the RELEASOR has not been influenced in any manner, or to any extent, in making this Release by any representations or statements regarding damages, or regarding any other matters, by the RELEASEES, or by any person or attorney(s) representing them, or any of them individually, or by anyone employed by them;
3. That the injury, disease or illness, if any, sustained by RELEASOR, as the proximate result of the aforesaid incident, may be permanent, progressive, or not fully known to RELEASOR at this time, and that recovery there from may be uncertain and indefinite, and in making this Release, he relies wholly upon the advice of his attorney, and upon his own individual judgment, belief and knowledge of the nature, extent and duration of said injuries, illness or disease, and all damages arising there from;
4. That RELEASOR has had the benefit of counsel of her own attorney(s), and that RELEASOR fully understands the terms of this Release, and that RELEASOR is making full and final settlement of all claims of every nature and character against the RELEASEES;
5. That there are no unpaid obligations incurred and owing by RELEASOR, to any hospital or medical care provider for services, medicines, medical appliances, rehabilitation, X-rays, or diagnostic tests of any kind, rendered or incurred as a result of the incident described herein;

**RELEASE OF ALL CLAIMS
CASE NO.: 2019-008650-CA-01**

6. That there is no outstanding attorney's lien in connection with the sum paid herein to the RELEASOR;

7. That no claim has been made by RELEASOR, against any person, firm or corporation as an alleged employer under the Workers Compensation laws of the State of Florida, any other state, or the federal government, in connection with the said incident which would give rise to a lien against the proceeds of this settlement, which lien has not been satisfied or released by RELEASOR; nor have any medical services of doctors, nurses, hospitals or other institutions of any kind, drugs, medicines, etc., been furnished to RELEASOR by any such employer in connection with the said incident, which would give rise to a lien against the proceeds of this settlement, which lien has not been satisfied or released;

8. That this Release is made to induce the said RELEASEES, and those making payment for, or on behalf of, said RELEASEES, to settle with RELEASOR, and to pay said sum of money to RELEASOR without securing any of the following (which, if they exist, have been fully satisfied or released):

- a. Any release or satisfaction of lien of any funeral home, hospital or medical care provider in the State of Florida, or any other state or territory of the United States;
- b. Any release or satisfaction of lien of any hospital of the United States Government, including Veterans Hospitals, Naval Hospitals, or Military Hospitals;
- c. Any release or satisfaction of lien of any employer, or insurance carrier of any employer, for benefits, services, medical and otherwise, paid by virtue of the Workers' Compensation Law of the State of Florida, any other state or territory of the United States, or the federal government;
- d. Any release or satisfaction of any lien of any insurance carrier for benefits and services, medical or otherwise, paid by virtue of the Florida Motor Vehicle No-Fault Law, or any other insurance policy, auto, life or otherwise;
- e. Any release of lien from any attorney; and
- f. In the event any such lien, or liens, described above not be satisfied, released, or otherwise extinguished, THE RELEASOR SPECIFICALLY UNDERTAKES AND AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND the said RELEASEES, from any action or claim asserting such liens against the RELEASEES, including all losses, costs, expenses, judgments and attorney's fees incurred as a result of the assertion thereof:

**RELEASE OF ALL CLAIMS
CASE NO.: 2019-008650-CA-01**

9. The RELEASOR further stipulates that she is/not receiving or has/not applied for Medicare or Medicaid benefits. It is not the intent of the RELEASEES to shift the burden to Medicare to pay for the RELEASOR's future medical treatment related to her injury(ies). RELEASOR does hereby indemnify and agrees to hold harmless the RELEASEES and the attorney of the RELEASEES, departments, officers, agents, servants, and employees, of and from any cost, lien, penalties, fees or damages which may arise in connection with any action taken by Medicare or Medicaid as a result of this settlement. The RELEASOR agrees to save, out of the settlement proceeds, settlement monies to cover any and all expected Medicare reimbursable benefits. The RELEASOR is responsible for compliance with all notice and other requirements pursuant to the Medicare Secondary Payer Statute (MSPS) codified at 42 U.S.C. §1395y(b)(2) and any other legislation, rule, statute law or ordinance pertaining to the Medicare or Medicaid payments or claims arising out of this accident or occurrence;

10. That this Release contains the entire agreement between the parties hereto and the terms of this Release are contractual and not a mere recital;

11. That RELEASOR hereby specifically waives, extinguishes and discharges the subrogation rights (as to the RELEASEES only) of any insurance carrier arising under any policy of insurance for benefits paid to RELEASOR, even though RELEASOR may be contractually prohibited from doing so by said policies of insurance; and, should the holder of any subrogation right proceed against any or all of said RELEASEES, RELEASOR SPECIFICALLY UNDERTAKES AND AGREE TO INDEMNIFY, HOLD HARMLESS AND DEFEND the said RELEASEES, from all such claims, demands, etc., including all losses, costs, expenses, judgments and attorney's fees incurred as a result thereof; and

12. RELEASOR hereby agrees that, as a further consideration and inducement, this Release shall apply to all unknown and unanticipated injuries, illnesses, limitations, disabilities, and damages, proximate or remote, resulting from said incident, casualty or event, as well as to those now disclosed.

13. RELEASOR expressly agrees that the terms of this settlement shall remain confidential and not disclosed to third parties and agrees to keep the terms of this release in strict confidence. The RELEASOR, and her attorneys, further agree not to discuss the facts or circumstances of this case with any news media, publications, legal periodicals, newsletters, lawyer networks or case reporting services, or any form of media whatsoever. The consideration for this confidentiality provision is the mutual promises of each party to this Release to keep this matter confidential

14. RELEASOR understands that the RELEASEES admit no liability of any sort by reason of said incident and that said payment and settlement provided for herein in compromise is made to terminate further controversy respecting all claims for damages that RELEASOR has

